

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF GEORGIA
3 ATLANTA DIVISION
4 Civil Action File No.: 1:24-cv-02583-MHC

JENNIFER ARMISTEAD,)
5)
Plaintiff,)
6)
-vs-)
7)
TWG MANAGEMENT, LLC,)
8)
Defendant.)

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10
11
12 30(b)(6) DEPOSITION OF KENDREL BRETZ
ON BEHALF OF TWG MANAGEMENT, LLC

13
14 The 30(b)(6) deposition upon oral examination
15 of KENDREL BRETZ, on behalf of TWG Management, LLC,
a witness produced and sworn before me, Craig
16 Williams, RPR, CMRS, a Notary Public in and for the
County of Marion, State of Indiana, taken on behalf
17 of the Plaintiff, at the offices of TWG Management,
LLC, 1301 East Washington Street, Suite 100,
Indianapolis, Marion County, Indiana, on the
18 17th day of September 2024, scheduled to start at
10:00 a.m. EST, pursuant to the Federal Rules of
19 Civil Procedure with written notice as to time and
place thereof.

APPEARANCES

FOR THE PLAINTIFF:

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(Time noted: 10:28 a.m.)

KENDREL BRETZ,

having been duly sworn to tell the truth, the whole truth, and nothing but the truth relating to said matter was examined and testified as follows:

DIRECT EXAMINATION,

QUESTIONS BY JOSEPH A. ZDRILICH:

Q This will be the Federal Rule of Civil Procedure 30(b)(6) deposition of TWG Management, LLC. I'm sorry, we made the deposition notice out before the defendant had identified you as its witness.

Can you state your name.

A Ken Bretz.

Q Can you spell that.

A K-E-N, B-R-E-T-Z.

MR. ZDRILICH: We're here in Indianapolis, Indiana today at the offices of defendant TWG Management, LLC, and with their counsel, Austin Albertson, from Swift Currie.

Austin, I propose that we waive all objections except as to form, responsive answer to the form of the question until first use.

MR. ALBERTSON: That's agreeable with me.

MR. ZDRILICH: And you'll probably wait until the end for signature?

1 MR. ALBERTSON: Yes.

2 Q Mr. Bretz, have you ever given a deposition
3 before?

4 A I have not.

5 Q I'd just ask you to answer yes or no to any
6 yes-or-no-type question, and then take as much
7 time as you need to expand on that answer. I
8 won't interrupt you.

9 If you need to take a break for any reason,
10 the only ground rule is you do have to answer
11 the last question asked, and then we'll take as
12 much time or as little time as you might need.
13 I have worked pretty efficiently in these
14 depositions, so I can't imagine you'll need too
15 many breaks, but if you do, we're here to
16 accommodate, and we have plenty of time today to
17 work through anything.

18 I do hear some background noise, so I'm
19 going to do my best to be as loud as I can to
20 speak up over it, and if you ever need me to ask
21 a better question or clarify something, please
22 feel free to do that. We all ask plenty of
23 questions that we could phrase better. Having
24 dispensed with all that, I can just jump right
25 in.

1 Do you have a middle name?

2 A Lamar.

3 Q Could you spell that, please.

4 A L-A-M-A-R.

5 Q What's your home address?

6 A [REDACTED].

7 Q Is that here in Indianapolis?

8 A It's in Carmel, Indiana.

9 Q Do you have a work phone number separate from
10 your personal phone number?

11 A I do not.

12 Q What's your cell phone number?

13 A (317)607-6832.

14 Q I think that might have an extra number in it.

15 A I can repeat. (317)607-6832.

16 MR. ZDRILICH: My apologies. Let's go off
17 the record.

18 (Off-the-record discussion.)

19 Q Do you work for TWG Management?

20 A I do.

21 Q What is your job title?

22 A Chief people officer and president of property
23 management.

24 Q President of property management?

25 A Yes.

1 Q How long have you been with TWG?

2 A 11 years.

3 (Plaintiff's Deposition Exhibit 1 was
4 marked for identification.)

5 Q I've put in front of you what I have marked as
6 Exhibit 1. It is a copy of the deposition
7 notice for today's deposition. Have you
8 received a copy of this in advance of today's
9 deposition?

10 A Yes.

11 Q You understand that you're here in your capacity
12 today on behalf of the corporation and not in
13 your individual capacity?

14 A Yes.

15 Q Are you the person most familiar with or with
16 the most knowledge of practices set forth in
17 this deposition notice?

18 A Yes.

19 Q What is the relationship between TWG Management
20 and TWG Development? I know we've substituted
21 in a party in this case. But what is the
22 relationship between the two companies?

23 A TWG Management is the property management entity
24 for TWG Development, which is the development
25 arm of the company.

1 Q For instance, with the Silver Oak property where
2 the events giving rise to this action occurred,
3 who owns that property?

4 A TWG Development and the other members of the LP
5 are the owners.

6 Q But TWG Management is responsible for
7 administering or managing the property?

8 A That's correct.

9 Q Do you receive pay from TWG or from any other
10 entity?

11 A Only from TWG.

12 Q How long have you been in the role of president
13 of property management?

14 A Since October of 2023.

15 Q As of the date of this deposition, and we're
16 here in Indianapolis today, how many units does
17 TWG Management have under management?

18 A It's over 5500. I don't have the exact number.

19 Q In what states do you all operate?

20 A Would you like me to list them?

21 Q Yes.

22 A We operate in Indiana, Iowa, Ohio, Illinois,
23 Michigan, Georgia, Tennessee, Colorado,
24 Oklahoma, Utah, Wisconsin. I believe I have
25 identified them all.

1 Q If you think of something else later, let me
2 know, but that sounds pretty exhaustive.

3 How many complexes are under management?

4 A It's roughly over 60 communities managed.

5 Q And Silver Oak Apartments is the one apartment
6 complex in Clarkston, DeKalb County, Georgia
7 where this incident occurred, that's one of
8 those 60?

9 A That's correct.

10 Q Is it still under management?

11 A Yes.

12 Q These events occurred over two years ago.

13 What would you say your job duties include
14 at TWG?

15 A They are many and exhaustive. I oversee and
16 provide strategic oversight for all of our
17 policies, development, site team and personnel
18 management, anything related to lease-up and
19 stabilization strategies.

20 Q You say site team personnel management. Does
21 that include the hiring of persons in those site
22 teams?

23 A Indirectly. So I oversee the directors who
24 oversee the regional managers who oversee the
25 property managers.

1 Q You oversee directors who oversee regional
2 managers who oversee the property managers?

3 A That's correct.

4 Q At the time this incident occurred in late
5 January of 2022, can you identify who the
6 regional manager was for the region where the
7 Silver Oak property is located?

8 A That would have been the acting president of
9 that time, which is Chasity Sadowy.

10 Q Can you spell that?

11 A First name is C-H-A-S-I-T-Y, last name
12 S-A-D-O-W-Y. She was the acting regional.
13 There was not a regional manager at that time.

14 Q Do you know who the property manager was for
15 Silver Oak on January 31st, 2022?

16 A I believe it was Aushiana Robinson.

17 Q Can you spell that name?

18 A A-U-S-H-I-A-N-A, R-O-B-I-N-S-O-N.

19 Q She would have been the manager at Silver Oak.
20 Is she still the manager at Silver Oak?

21 A She is not.

22 Q When did she leave TWG?

23 A I do not have the exact dates of separation, but
24 it was in 2023. I believe it was October of
25 2023. I can get that information.

1 Q Do you know if she was terminated or if she left
2 on her own?

3 A She left on her own accord.

4 Q She left for a different job opportunity or
5 something?

6 A She did not state her reasons for leaving.

7 Q Do you know how many employees TWG had at the
8 Silver Oak property on January 31st, 2022?

9 A I do not recall the number of staff members that
10 were on site at that date.

11 Q Do you know how many units there are at the
12 Silver Oak property?

13 A 488, I believe.

14 Q Are you the person at TWG designated to speak on
15 behalf of TWG with regard to hiring and
16 screening of employees at the Silver Oak
17 complex?

18 A Yes.

19 Q How about employee supervision at the Silver Oak
20 complex?

21 A Yes.

22 Q Are you the person designated to speak with
23 regard to implementation of policies and
24 procedures involving video cameras or video
25 recordings at the Silver Oak complex?

1 A Yes.

2 Q How about incident reports?

3 A Yes.

4 Q And you have some of those incident reports with
5 you today related to this incident?

6 A Yes.

7 Q How about policies and procedures dealing with
8 pets at the premises?

9 A Yes.

10 Q Does TWG have a pet policy?

11 A We do.

12 Q Do you have a copy of that pet policy with you
13 today?

14 A I believe it's reflected in the lease.

15 Q Are you the person designated to speak with
16 regard to any reports, statements, informal
17 complaints or formal complaints regarding any
18 dog bites on the premises from January 31st,
19 2021, a year before this incident?

20 A Yes.

21 Q How about policies at Silver Oak Apartments
22 regarding obtaining or rendering aid and care,
23 including medical treatment, to anyone injured
24 by dog bites at the premises?

25 A Yes.

1 Q How about policies keeping the premises safe and
2 hazard free to residents or visitors?

3 A Yes.

4 Q Do you have any records associated with the
5 hiring or firing of Davin R. Terrell?

6 A Yes.

7 Q Was Mr. Terrell an employee of TWG?

8 A He was at one point, yes.

9 Q What were his dates of employment, if you have
10 them? And again, I don't have these records
11 yet, but if you want us to refer to the record,
12 we can do that and we'll just mark it as an
13 exhibit.

14 MR. ALBERTSON: For recordkeeping purposes,
15 I'm giving to plaintiff's counsel what is
16 identified in our initial disclosures, which is
17 the termination notice for Mr. Terrell, final
18 account statement, his job offer acceptance, and
19 then his original lease agreement and
20 application at Silver Oak.

21 MR. ZDRILICH: And this might clarify some
22 of my questions and streamline things just a bit
23 to have these, so thank you.

24 MR. ALBERTSON: They are separated there,
25 Joe.

1 (Plaintiff's Deposition Exhibit 4 was
2 marked for identification.)

3 MR. ZDRILICH: I have premarked a few of my
4 exhibits, so I will call this collectively
5 Exhibit 4 just to kind of streamline things.
6 I'll refer to Plaintiff's Exhibit 4. We'll come
7 back to that.

8 Q Who designated you today to speak on behalf of
9 TWG?

10 A TWG ownership and general counsel.

11 Q Do you have in-house counsel? And we don't want
12 to know anything you discussed with your lawyer,
13 of course, but do you have in-house counsel?

14 A We do.

15 Q As separate from your counsel today from Swift
16 Currie?

17 A Yes.

18 Q Are you the person most knowledgeable with regard
19 to hiring and screening employees at the Silver
20 Oak complex?

21 A Yes.

22 Q How about employee supervision?

23 A Yes.

24 Q Implementation of policies and procedures
25 regarding video cameras and video recordings?

1 A Yes.

2 Q Pet policies?

3 A Yes.

4 Q Complaints or lawsuits regarding dog bites at
5 TWG's Silver Oak complex?

6 A Yes.

7 Q On that point, have there been any other
8 lawsuits arising from dog bites that occurred at
9 the Silver Oak complex in the last five years?

10 A Not that I'm aware of.

11 Q Had there been any other complaints regarding
12 the animal in question, which is an Akita dog,
13 owned by your now former employee Davin Terrell?

14 A No.

15 Q Are you the person with the most knowledge
16 regarding policies at Silver Oak involving dog
17 bites and treatment thereof of the bites that
18 occurred on site?

19 A Yes.

20 Q Of course, the records are here, so are you the
21 person with the most knowledge regarding the
22 hiring or firing of Davin Terrell?

23 A Yes.

24 Q Do you have full authority to speak today on
25 behalf of defendant TWG with regard to the

1 topics we've discussed?

2 A Yes.

3 Q Take a look here at the job offer, and I've
4 collectively marked these --

5 MR. ZDRILICH: Are these all the documents
6 or are these just the ones related to Davin
7 Terrell?

8 MR. ALBERTSON: Can we go off the record
9 just briefly.

10 (Off-the-record discussion.)

11 Q It says here in these records that Mr. Terrell
12 was terminated on or about June 24th, 2020; is
13 that correct?

14 A That is correct.

15 Q What was his job title when he worked for the
16 TWG Silver Oak complex?

17 A Maintenance technician.

18 Q Was he in a senior role, did he supervise the
19 maintenance of the whole complex?

20 A He provided maintenance for the whole complex
21 but he was not a supervisor.

22 Q What were his job duties?

23 A His job duties included service requests as they
24 were reported by residents and/or assigned by
25 the property manager. It could include grounds

1 and preventative maintenance in and outside of
2 the units and the buildings on site.

3 Q It looks from these records, at least
4 correspondence in here, reflects a job offer to
5 Mr. Terrell on January 7th, 2019. So
6 approximately 18 months before his termination.
7 That would appear to reflect that he was
8 employed by TWG for a period of approximately
9 18 months between January 20, 2019 and it looks
10 like June of 2020. Does that sound
11 approximately correct?

12 A Yes.

13 Q And this could be a simple typo, so I'm just
14 going to reference this, in the first document,
15 the termination document, we'll call it that's
16 part of Exhibit 4, it says, "Reason for
17 Separation: Voluntary Job Abandonment," then it
18 lists the dates July 23rd and July 24th. I'm
19 going to presume from this they meant June 23rd
20 and June 24th when he was terminated, because
21 those other dates occur a month in the future.
22 It would seem to follow that that's when he was
23 terminated, June 24th, and that maybe he missed
24 a couple of days of work and that's why.

25 A Yes, that sounds that would be correct, that's a

1 typo.

2 Q Do you know when this document was prepared? I
3 mean, I see the date at the top, but do you know
4 it to be a different day?

5 A I do not know it to be a different day.

6 Q Were there other reasons in his personnel file
7 for terminating Mr. Terrell?

8 A Not to my knowledge.

9 Q As part of his compensation -- I do see his
10 compensation listed here in the second document,
11 which is the job offer, it's part of Exhibit 4,
12 it says he's paid \$17 per hour on an every
13 two-week basis and that his scheduled work hours
14 are 8:00 a.m. to 5:00 p.m. It also says it
15 provides him insurance, a 401(k) plan. Was he
16 ever subsidized or given a discount for his rent
17 at the Silver Oak complex?

18 A No, not to my knowledge.

19 Q Do you all offer an employee discount for rent
20 if they live on site?

21 A No.

22 Q Did you know him to live on site at the
23 premises?

24 A I did know that he was a resident.

25 Q Did you know that he was a resident at the time

1 this incident occurred?

2 A Yes.

3 Q Turning now to the third document that your
4 counsel has provided us today, this is the lease
5 agreement with Silver Oak Apartments, it appears
6 to be the lease agreement for Davin Terrell.
7 And it lists three other people living there; a
8 Devin Taylor, Jr., a Davin Terrell, Jr. and a
9 Denise Terrell.

10 It sets forth his rent, and it looks like
11 this lease ran through December 31st of 2021.
12 I'll ask, the incident in question occurred
13 about 30 days past the end date of this lease
14 that's been provided. Do you know if he was
15 staying on as a month-to-month tenant or if
16 there is a lease extension that's going to be in
17 here?

18 A No, he abandoned his apartment in June of 2020,
19 and we ended the lease because he was no longer
20 present.

21 Q June of 2020. But the events giving rise to
22 this action occurred in January of 2022.

23 A Correct.

24 Q In the apartment?

25 A Yes.

1 Q So you said that he abandoned the residence in
2 June of 2020?

3 A Yes.

4 Q But he was living there in January of 2022.

5 A No, he was not.

6 Q Are you just not aware that he was living in the
7 site?

8 A We don't have record that he was on site.

9 Q So you're saying that this lease was terminated
10 early and he was not at the site. Do you know
11 who was occupying the apartment where this event
12 occurred?

13 A Someone else occupied and a new lease was
14 initiated after he vacated his apartment.

15 Q You are aware that my client visited with him at
16 this apartment the day that this incident
17 occurred; she was his guest in the apartment
18 and, by all appearances, he resided at that
19 apartment with the dog in question?

20 A We do not have record that he was a leaseholder
21 at that time.

22 Q Do you have a record of who was the leaseholder
23 in the apartment that was, per your testimony,
24 formerly occupied by Davin Terrell?

25 A Which apartment number are you referring to?

1 Q It looks like 16G.

2 A I do not have the name of the person who
3 occupied after he left, but I can certainly get
4 it.

5 Q And we'll give you all time to supplement that,
6 that's fine.

7 A Okay.

8 Q The incident giving rise to this action,
9 according to the complaint, occurred in
10 Apartment 12F. Do you know who resided in
11 Apartment 12F?

12 A I do not know the name of the person, but I can
13 get it.

14 Q Okay. As you may know from the complaint,
15 Mr. Terrell held himself out as a resident of
16 Apartment 12F where my client was injured.

17 A No, I do not.

18 Q You're aware that that's in the complaint?

19 A I'm aware that it was cited, but I do not have
20 record of that.

21 Q But you can find out who was the official
22 occupant of Apartment 12F?

23 A Yes.

24 Q And again, pardon any pregnant pauses as I pour
25 over the documents that are furnished here today

1 so we can review them hopefully thoroughly and
2 not have to revisit too many issues in the
3 future.

4 I'm looking through here, and it appears
5 that on page 7 of his lease, it does reference
6 that, "No animals, including mammals, reptiles,
7 bird, fish, rodents and insects are allowed,
8 even temporarily, anywhere in the apartment or
9 apartment community unless we so authorize in
10 writing. If we allow an animal, you must sign a
11 separate animal addendum which may require
12 additional deposits, rents, fees or other
13 charges. You must remove an illegal animal
14 within 24 hours of notice from us or you will be
15 considered in default of the lease contract. We
16 will authorize an ADA-certified service animal.
17 We may require a written statement from a
18 qualified professional verifying the need for a
19 support animal."

20 I'm continuing to pour over the lease
21 addenda here, but did Mr. Terrell sign such an
22 addendum with regard to a pet?

23 A He signed the lease agreement itself stating
24 that he would need to sign an animal addendum if
25 he had a pet.

1 Q Did he ever disclose that he had a pet?

2 A No.

3 Q Do you all have a handbook that you give to TWG
4 employees at the Silver Oak complex with regard
5 how to deal with pets that are in apartments in
6 violation of this standing policy, meaning that
7 they haven't disclosed the existence of the pet,
8 it's not an ADA support animal, and then you
9 find out that the tenant is in violation of this
10 term of the lease?

11 A No, we direct them to the covenants of the lease
12 that specifically tells them what they need to
13 do if an animal is brought to our attention
14 that's not documented as a pet for the
15 leaseholder.

16 Q And what steps are TWG staff, at this instance
17 the Silver Oak property, but at TWG properties
18 broadly, what are they supposed to do when they
19 find out that the tenant has a noncompliant
20 animal on premises?

21 A When it is brought to their attention, they are
22 supposed to serve the resident a notice, letting
23 them know that we are aware that there is an
24 unauthorized pet. If the resident wants the pet
25 to remain, they have to come in compliance,

1 which means signing the animal addendum, paying
2 the pet fee and paying the pet rent. If they do
3 not comply, then within 24 hours the pet must be
4 removed.

5 Q If they do not comply within 24 hours, then --
6 pardon the noise, a bit of an interruption, but
7 go ahead, can you repeat that.

8 A If they do not comply, the animal has to be
9 removed within 24 hours.

10 Q Do you know if written notice was ever served on
11 Mr. Terrell with regard to a pet that he had on
12 premises? And I understand again that he is not
13 on a lease at the time this incident occurred,
14 the time in question. But was notice ever
15 served on either Mr. Terrell or the resident of
16 Apartment 12F with regard to a pet on premises?

17 A No, not to my knowledge.

18 Q Are the apartments regularly inspected for the
19 presence of pets, or how do you all get wind if
20 someone has an unauthorized pet on premises?

21 A Typically it is brought to our attention either
22 because there is a complaint by a resident or it
23 is noticed during a routine service request.

24 Q And service requests are administered by
25 maintenance employees of the premises; yes?

1 A Can you repeat, please.

2 Q If someone makes a service request -- the
3 maintenance person goes on property in the
4 apartment for a service request and they see a
5 dog there, then they're supposed to report it to
6 the property manager?

7 A That's correct.

8 Q In this case, at the time this incident
9 occurred, that would have been Aushiana
10 Robinson?

11 A Aushiana.

12 Q Aushiana, I apologize. It would have been
13 Aushiana?

14 A Yes.

15 (Plaintiff's Deposition Exhibit 3 was
16 marked for identification.)

17 Q I'm going to go a little bit out of order in my
18 exhibits. I'm going to you show you what I
19 marked here as Exhibit 3. I'll put this in
20 front of you. This is a statement from our
21 private investigator regarding a Rex Zaragoza.

22 MR. ALBERTSON: I apologize, could we
23 briefly go off the record and use this as an
24 opportunity to get our stuff, and I need to take
25 a quick restroom break.

1 MR. ZDRILICH: Absolutely.

2 (A recess was taken between 10:58 a.m. and
3 11:21 a.m.)

4 BY MR. ZDRILICH:

5 Q I put in front of you what I've marked as
6 Plaintiff's Exhibit 3. This is a report by one
7 of the private investigators we had at the
8 Silver Oak Apartments speaking with a Rex
9 Zaragoza. Do you know who Mr. Zaragoza was?

10 A I do.

11 Q Who was he?

12 A He was a former employee. He left as a
13 maintenance supervisor.

14 Q He was maintenance supervisor. Was that the job
15 that Mr. Terrell used to have?

16 A No.

17 Q Is that a higher-up job than Mr. Terrell used to
18 have?

19 A That's correct.

20 Q What were Mr. Zaragoza's dates of employment?

21 A I believe he was employed February 2021 to June
22 2023.

23 Q And under what circumstances did Mr. Zaragoza
24 leave TWG?

25 A I believe he left voluntarily.

1 Q Had he been at any point disciplined or had any
2 disciplinary action taken against Mr. Zaragoza
3 for any deficiencies in his job performance?

4 A Not to my knowledge.

5 Q Did he hold any other job titles during his
6 employment between approximately February 2021
7 and June 2023?

8 A He was a maintenance technician before he was a
9 supervisor.

10 Q I think this report reflects that he said in
11 here that he was a tech, and that's short for
12 technician?

13 A Yes.

14 Q And he went on to become the supervisor for the
15 complex, the maintenance supervisor. He still
16 answered to, is it Ms. Robinson? He still
17 answered to Ms. Robinson at that time; is that
18 correct?

19 A That's correct.

20 Q She was there until later in 2023. So the
21 entire time he worked there, he would have
22 answered to Ms. Robinson; yes?

23 A That's correct.

24 Q And if he saw something, I would assume you have
25 a see something, say something policy. So if he

1 saw something that he thought needed reporting,
2 he would have reported to Ms. Robinson; correct?

3 A Yes, that's what we advise.

4 Q Here the dog in question, Ms. Campo, the
5 investigator, shows Zaragoza a picture of the
6 Akita dog and asked Zaragoza Tuesday, March 22nd
7 of 2022, less than two months after the incident
8 had occurred, and he said that he recognized
9 that dog and that he had, "seen that dog plenty
10 of times running free."

11 Had TWG received complaints from its
12 employees about dogs roaming the premises
13 unleashed and unsupervised prior to this
14 incident?

15 A No, not that I have record of.

16 Q Have you discussed or anyone from TWG discussed
17 with Ms. Robinson the issue of dogs roaming
18 around the complex unsupervised?

19 A No, not that I'm aware of.

20 Q It says here that Zaragoza had been working for
21 the complex for approximately a year, which
22 lines up with the dates of employment that you
23 gave, because you said February of 2021 and this
24 was done in March of 2022, so he had been there
25 a little over a year at the time of this

1 interview; correct?

2 A That's correct.

3 Q He said that as the dog "got older, he
4 started" -- pardon the expletive here --
5 "fucking with people and other dogs and got
6 aggressive. He's big as hell too." And that he
7 was "running free."

8 What steps would you have expected TWG
9 Management to have taken, given the situation
10 that he describes in this interview?

11 A What situation, I'm sorry?

12 Q This very large dog, and you'll hear another
13 supervisor here describe as 130 plus pounds,
14 walking around the premises unsupervised,
15 unchecked, and harassing other people and other
16 dogs.

17 A Well, if a dog is brought to our attention that
18 is unleashed and not with a person, we would do
19 our best to try to see if we can identify the
20 location, the resident or resident's guest that
21 the pet belonged to. If it we weren't able to
22 determine that, we would contact animal control.

23 Q It says here, "Before Zaragoza was management,
24 he was a 'tech,'" which we just discussed, "and
25 while he was a tech, he did tell his supervisors

1 about the Akita." And that's the Akita in
2 question that bit my client.

3 "The only thing that his supervisors did
4 was call animal control," he said, "because
5 that's the 'only thing they can do.' Zaragoza
6 never called animal control. Animal control was
7 called a 'couple of times,' but when they
8 finally got to the complex, the Akita would be
9 gone."

10 Are there any records of employees from TWG
11 at the Silver Oak complex calling animal
12 control?

13 A Not that I'm aware of.

14 Q Are there any reports about this or other dogs
15 on premises that you have in your present
16 custody, access or control?

17 A No.

18 Q Do you believe that this constitutes an unsafe
19 condition at the Silver Oak premises to have
20 large unsupervised dogs roaming the premises,
21 apparently? You have the report in front of
22 you, so you can references it at any time. And
23 this is your head of maintenance discussing,
24 this isn't my witness, this is your head of
25 maintenance describing the condition.

1 A Yeah. I deem this as something that requires
2 attention, and based off of what we were made
3 aware of after the fact, that's something I
4 would advise that they would contact animal
5 control about.

6 Q Are there any other steps that you would
7 recommend that they take other than call animal
8 control?

9 A Not if we could not identify the person that the
10 animal belonged to.

11 Q What would you describe as reasonable steps to
12 ascertain the owner of the dog if you'd see it
13 running around the premises repeatedly over the
14 course of a year?

15 A We would canvass the area to the best of our
16 ability, see if the pet went somewhere or if a
17 resident neighbor or such would have any
18 knowledge of where it came from. It would be,
19 to a certain extent, up to what we were able to
20 find out from other people nearby, witnesses, if
21 we were able to identify it.

22 Q Do you have any records that the complex was
23 canvassed for the whereabouts of this Akita?

24 A I do not have records.

25 Q Do you have any knowledge that it was canvassed

1 to try to ascertain the ownership of the Akita?

2 A No, I do not.

3 (Plaintiff's Deposition Exhibit 5 was
4 marked for identification.)

5 Q Have you investigated this incident, aside from
6 the incident report that I have in front of me
7 that we're going to mark Exhibit 5 today, has
8 TWG conducted any investigation about this
9 incident?

10 A The only investigation I was aware of since that
11 information was brought to us after the fact was
12 asking if anyone was aware or had knowledge of a
13 dog that met that description, which I believe
14 is what Theresa Crooks did when she thought that
15 it belonged to someone who was no longer
16 employed.

17 Q And it's your position -- and again, you said
18 you will get us a copy of the lease for the
19 apartment at issue here.

20 A 12F?

21 Q 12F. So we can ascertain who was living there.

22 A Yes.

23 Q But to your knowledge, Mr. Terrell was neither
24 the signer of a lease for that premises nor a
25 resident at that premises?

1 A That's correct, we do not have knowledge that he
2 was a resident.

3 Q You're not saying he wasn't a resident, you're
4 saying you just had no knowledge that he was a
5 resident?

6 A Correct, he was not a lessor at that time.

7 Q Not to hop around too much, I'll come back to
8 that Exhibit 5 in a moment.

9 But Exhibit 3 that I have in front you, it
10 appears our investigator talked to another
11 maintenance personnel member who joined the
12 interview, "One employee asked Zaragoza, 'that
13 dog be free?' Zaragoza replied, 'Hell yeah,
14 that big mother fucker'" -- pardon again my
15 French, I'm just quoting from the report --
16 "that's the one I be telling I will shoot that
17 MF'er sometime." I'll leave some of the other
18 expletives out of it. "He's about 130 to 140
19 pounds."

20 Zaragoza also describes it as an
21 "intimidating dog."

22 Of some interest in this report, he
23 mentions that, "Tenants have come up to Zaragoza
24 stating that the Akita attacked their dog and
25 Zaragoza has seen those attacked dogs. Zaragoza

1 has heard 'a lot' of people state that Akita has
2 bitten people and other dogs."

3 Do you have any incident reports regarding
4 any other dog bites at the premises, and we'll
5 just say from the year before this incident of
6 January 31st, 2021, to the present?

7 A No.

8 Q You would admit here that Mr. Zaragoza appears
9 to have documented other dog bites of persons on
10 premises by this dog? That's his -- it's not
11 testimony, but that's his statement?

12 A I do know that that is his statement.

13 Q Has he given a separate statement to TWG as part
14 of any investigation into these events?

15 A No, not that I'm aware of.

16 Q Has TWG any investigative report about this
17 incident?

18 A Not outside of the incident report.

19 Q Has TWG ever retained a private investigator to
20 conduct an investigation about this incident?

21 A No.

22 Q I'm going to turn now to the report here. This
23 is the incident report form, Exhibit 5. It
24 says, "Date of Incident," March 10th, 2022,
25 "when we first heard of the incident."

1 So before when this incident occurred on
2 January 31st, you didn't know about it until our
3 investigator was on premises asking residents
4 about it; correct?

5 A That is correct.

6 Q In the summary here it states that, "A resident
7 stated a lady who appeared to be an investigator
8 was looking for someone who have may have a big
9 white dog. She said the woman was walking the
10 property asking people if they had saw the dog.
11 The investigator never came to the leasing
12 office. No large white dog is on file for any
13 resident on property. However a previous
14 employee who had a white dog and is known to
15 visit people on property was contacted to see
16 if the dog was his. It was discovered that the
17 dog did belong to Davin Terrell," and that's
18 presumably the former employee whoever wrote
19 this report is talking about here; correct?

20 A That's correct.

21 Q "He stated that the dog did belong to Davin
22 Terrell. He stated that the woman was bit by
23 the dog but she reported that it did not take
24 place on Silver Oak property."

25 And that's Davin Terrell who asserted that?

1 A That is my understanding.

2 Q He's the owner of the dog.

3 "He stated he did not have the dog
4 anymore." And his contact is listed here.

5 And it looks like it's signed by a T.
6 Crooks. Do you know who T. Crooks is?

7 A Theresa Crooks, yes, I do.

8 Q That's the property manager?

9 A She was a property manager in 2023.

10 Q And that's a different job than Ms. Robinson?

11 A It is a different job. At some point she was
12 promoted, she was assistant property manager,
13 and then she moved into property manager.

14 Q Do any of these employees live on premises?

15 A No.

16 Q Did Rex Zaragoza live on premises?

17 A Not to my knowledge.

18 Q Do you have personnel files for Aushiana
19 Robinson?

20 A I have access to them.

21 MR. ZDRILICH: We'll send over a separate
22 request for those, because they're not part of
23 the notice, but we'll send a separate production
24 request for that.

25 MR. ALBERTSON: We can also get you

1 Zaragoza's.

2 MR. ZDRILICH: Okay, that would be great.

3 Q Is there a formal complaint process where --
4 Mr. Zaragoza, he says he reported this dog or
5 incidents with this dog. Would he have written
6 that up, or would it just be something he comes
7 into the management office and goes, hey,
8 there's this dog I saw on premises scaring
9 people?

10 A I don't have a record of what he did, but we
11 would advise they do it in writing.

12 Q But you have no written reports based on his
13 alleged complaints?

14 A That's correct.

15 Q Or anyone's alleged complaints about this dog?

16 A That's correct.

17 Q Would other residents have made formal written
18 complaints about dog incidents, dog bites,
19 either of their person or of their dogs?

20 A I don't have record that they did.

21 Q Do you have a regular form that they would use
22 for that, like an incident report form like this
23 one?

24 A We don't publish our incident report to our
25 residents, it's an internal tool, but we would

1 just instruct them to let us know via email or
2 through our resident portal.

3 Q So it's your testimony that no other
4 investigation took place beyond this one page?

5 A Not to my knowledge, no.

6 (Plaintiff's Deposition Exhibit 2 was
7 marked for identification.)

8 Q Do you have Exhibit 2 in front of you?

9 A Yes.

10 Q This is a statement given by an Alexia Duru, who
11 was a resident of Apartment 13E, which would
12 appear to be adjacent to Apartment 12F where
13 this incident occurred. They were a resident
14 and they knew of the Akita dog because it had
15 bitten her dog on two different occasions and
16 that it was freely roaming the property.

17 Do you have any complaints on file from
18 Ms. Duru about the Akita dog in question? I
19 know we've talked about did any other person,
20 but hopefully this might refresh your
21 recollection about it. Any complaints by Ms.
22 Duru other than complaints to our investigator
23 about this Akita roaming the property and biting
24 her dog on two occasions?

25 A No, nothing more.

1 Q You've testified about this, but you said that
2 there's no documented pet policy outside of what
3 you reference in the lease agreements with the
4 tenants?

5 A That's correct.

6 Q Presumably there are people with pets on the
7 premises, though; right?

8 A Presumably.

9 Q And they would have to disclose them to you
10 officially or they'd be in default of their
11 lease?

12 A Correct.

13 Q Do you have any other incident reports on file
14 regarding the employment of Davin Terrell?

15 A Not to my knowledge.

16 Q Other than what's in the Exhibit 4 here?

17 A No.

18 Q Who would have been the person in charge of
19 firing him? It says here Holly MacDougall.

20 A Holly MacDougall was the director of human
21 resources, so she would be a part of the
22 administration of the firing, but she herself
23 would not start a recommendation. Typically it
24 would come from a supervisor.

25 Q And Ms. MacDougall is here in Indianapolis?

1 A Yes.

2 Q So this decision came from corporate, but
3 presumably at the request of someone in the
4 Silver Oak office?

5 A That is correct.

6 Q Do you know who in the Silver Oak office
7 complained of Mr. Terrell to fire him?

8 A I do not know who initiated that termination
9 request to HR.

10 Q There hadn't been any events preceding this
11 firing other than the missing the two days of
12 work?

13 A Not to my knowledge.

14 Q Do you all conduct background checks on your
15 hires?

16 A We do.

17 Q Have you conducted a background check of
18 Mr. Zaragoza?

19 A All employees, yes.

20 Q You presumably will produce that copy with
21 Mr. Zaragoza's file; correct?

22 A Yeah, we can provide that.

23 Q Presumably you have a background check of Davin
24 Terrell?

25 A Yes.

1 Q And you'll produce a copy of that as well?

2 A Yes.

3 Q Do you have forwarding addresses for Aushiana
4 Robinson?

5 A I'm not sure. I certainly can check.

6 Q Do you have a forwarding address for Theresa
7 Crooks?

8 A I'm not sure but I can check.

9 MR. ALBERTSON: Just quickly, Joe, those
10 are identified in our initial disclosures.

11 MR. ZDRILICH: For the addresses? Thank
12 you.

13 MR. ALBERTSON: Yes. I think Robinson is
14 in there, but I know Crooks is.

15 Q Do you have any incidents involving 911 calls or
16 CAD reports from the Silver Oak premises for the
17 one-year period before this incident?

18 A I do not have them, but I'm pretty sure they can
19 be produced.

20 Q Have there been any incident reports of violent
21 crime on premises from January 31st, 2021 to the
22 present?

23 A Yes.

24 Q Do you have copies of those that you can
25 produce?

1 A I believe so.

2 Q Of course, other than discussing specifics of
3 what you've told your counsel in preparation for
4 today's deposition, did anyone help you prepare
5 for your testimony? We don't want to know
6 anything you discussed with your lawyer, but did
7 anyone else help you prepare for today's
8 testimony?

9 A No.

10 Q When did you receive the documents that we had
11 produced to us today and that we've marked as
12 Exhibits 4 and 5, when did you receive those
13 documents in preparation for today's deposition?

14 A What exhibit are you identifying as 4 and 5?

15 Q I've called them 4 and 5. These are the
16 personnel records for Davin Terrell and the
17 incident report is Exhibit 5.

18 A I do not know the date that they were produced
19 to me.

20 Q You're aware this action was removed by your
21 counsel to the Northern District Federal Court
22 in Georgia?

23 A I don't understand.

24 Q Where this is pending in U.S. District Court,
25 it's in Federal Court.

1 A I'm not aware.

2 Q Okay. But before that it was pending in the
3 State Court of Gwinnett County. And we
4 submitted some discovery requests in that matter
5 and, Austin, tell me if I'm wrong, but I don't
6 think we have responses to those. And I'll ask
7 some follow-up questions, but those were first
8 issued in June of 2023.

9 MR. ALBERTSON: Correct.

10 Q And we don't have any responses on file.

11 Do you intend to answer the discovery
12 request from State Court or, to your knowledge,
13 will your counsel insist on us refiling them in
14 the District Court? And we will if we have to.
15 But you've had these now for over a year, so I'm
16 just wondering if you've composed answers to
17 them yet? And I'll put them in front of you and
18 I'll mark them as Exhibit 6.

19 (Plaintiff's Deposition Exhibit 6 was
20 marked for identification.)

21 MR. ALBERTSON: That's a question for us,
22 we can answer the State questions. We'll answer
23 those.

24 MR. ZDRILICH: Very good.

25 Q Besides the documents you've produced today that

1 we've discussed and I referenced as Exhibits 4
2 and 5, where were they kept? Were they kept in
3 the hard drive or iCloud, a cloud-based
4 software?

5 A Which specific exhibits are you referring to?

6 Q Exhibits 4 and 5. Those are the Davin Terrell
7 personnel records to date that you've produced
8 as of today and then the incident report, that
9 one-page report we have.

10 A Our employee files are in Paylocity, which is
11 our human resources platform, HRIS.

12 Q Did you say Paylocity?

13 A That's correct.

14 Q P-A-Y-L-O-S-I-T-Y?

15 A P-A-Y-L-O-C-I-T-Y.

16 Q Is that also where the background checks would
17 be on the various employees we've discussed?

18 A That's correct.

19 Q Who do you conduct those through? Do you use
20 HireRight?

21 A We've used different background check companies.
22 I believe most recently we use Checkr, but I
23 can't speak to what was used at the time of hire
24 for the individuals in question.

25 Q Does TWG have a policy to not hire individuals

1 who have been convicted of a felony?

2 A We have a screening model that checks different
3 crimes, as well as severity. Felonies in and of
4 themselves are not disqualifiers, but it is
5 somewhat dependent.

6 Q How about drug-related crimes, are they
7 disqualifiers?

8 A Not in and of themselves, no. It depends upon
9 severity, as well as dates.

10 Q How about drug charges with intent to
11 distribute?

12 A I do not know specifically as it relates to that
13 one.

14 Q Who would know specifically?

15 A I can get access to them, I just don't know off
16 the top of my head.

17 Q And you can supplement today's production and
18 you can find out what are or are not no hire
19 offenses for TWG?

20 A Sure.

21 Q Very good.

22 As part of preparation for today's
23 deposition and investigation into this matter,
24 have any employees at the Silver Oak property
25 given statements to any insurance adjuster?

1 A I am not sure.

2 Q Do you know if they've given statements -- of
3 course, I don't want to know the content of
4 those statements, that content is work product.
5 But do you know if they have given any
6 statements to your in-house counsel that you
7 referenced at the beginning of the deposition?

8 A I'm unsure. I know that he spoke to whomever
9 was available as to what happened.

10 Q Do you believe that defendant, TWG, has a duty
11 to address reports of problems with pets at the
12 complex?

13 A How do you define "problem"?

14 Q Reports of bites, either of other tenants'
15 animals or of persons.

16 A Yes, if we are made aware of harm to a person or
17 property, yes.

18 Q Why is that important?

19 A Because we want to be stewards of the property
20 and the community and the residents that we
21 serve.

22 Q You stated that you do run background checks on
23 your employees. Do you believe you have a duty
24 to run those background checks?

25 A Yes.

1 Q Why?

2 A Because we want to understand the people who
3 have the ability to enter residents' homes.

4 Q Do people like in Mr. Terrell's position, he was
5 obviously maintenance tech on premises at one
6 point or another, do they have access to
7 individual apartments without the residents
8 being present at the same time?

9 A We have keys available in our leasing office to
10 allow us access to an apartment, is that what
11 you're asking?

12 Q Partly.

13 Does that mean that they have to ask the
14 leasing office for those keys if they need to
15 enter an apartment for a particular reason or a
16 complaint?

17 A Yes.

18 Q They don't just carry around a key chain with a
19 key to, say, 12F? Mr. Zaragoza wouldn't have a
20 key chain and say I want to go in 12F and check
21 out the complaint. He'd have to go to the
22 leasing office first?

23 A That's correct.

24 Q What, for instance on Mr. Zaragoza's key chain,
25 what areas would he have access to?

1 A Generally our maintenance technicians have
2 access to common areas, so janitorial closets,
3 amenities, laundry rooms, things of that nature,
4 but not access to any keys.

5 Q So there would be a report or something they
6 would have to fill out to get access to one of
7 those keys, like a check-in, check-out process?

8 A This property has a key tracking system, I
9 believe it's called HandyTrac. They have to
10 gain access to the keys themselves.

11 Q Do you have access to that key tracking system
12 here today?

13 A I do not.

14 Q What's the name of that key tracking system?

15 A I believe it is called HandyTrac.

16 Q That would presumably document when maintenance
17 officials for safety reasons would document when
18 maintenance staff, maintenance techs would have
19 access to individuals' apartments?

20 A That's what it's supposed to, yes.

21 Q Have you ever had complaints on premises since
22 the year preceding this incident, we'll just
23 call that January 31st, 2021, of any maintenance
24 tech or complex employee entering any apartment
25 in an unauthorized manner?

1 A No, not to my knowledge.

2 Q Outside of your earlier testimony about calling
3 animal control if you see any unauthorized or
4 unclaimed dogs on premises roaming the complex,
5 does TWG have any other written policies or
6 procedures promulgated for dealing with
7 unclaimed dogs or unauthorized pets on premises?

8 A No, no other process.

9 Q Are employees given a manual that they have to
10 sign off on when they are on-boarded with TWG?
11 And I should be more specific. Employees at the
12 Silver Oak complex. I'm not talking about the
13 company in general here at corporate. But for
14 the complex, are they given a manual or some
15 kind of booklet?

16 A There is a handbook that's available on site,
17 but I'm not sure if they require a document of
18 said handbook.

19 Q Do they have to sign anything to acknowledge
20 that they've received a copy of the handbook or
21 that they've reviewed the handbook or accept the
22 policies in the handbook?

23 A I do not know if they were asked to do
24 acknowledgement of receipt.

25 Q Do you have a copy of the handbook here on

1 premises?

2 A I can get you one.

3 Q You can get us a copy of the handbook?

4 A Yes.

5 Q And is that a handbook for Silver Oak or for TWG
6 properties in general?

7 A It would be for TWG properties in general.

8 MR. ZDRILICH: We'd ask that you produce
9 that at the earliest available date.
10 Presumably, all these within the next 30 days.

11 MR. ALBERTSON: Yes.

12 MR. ZDRILICH: We have discovery coming up
13 toward the end of discovery, November 15, I
14 believe.

15 MR. ALBERTSON: Yes, we'll have a formal
16 response to those.

17 MR. ZDRILICH: I feel comfortable I've
18 covered all the ground I need to cover today, so
19 I have no other questions.

20 MR. ALBERTSON: Can we go off the record
21 for a couple minutes.

22 (Off-the-record discussion.)

23 MR. ALBERTSON: I just have a couple
24 questions and I'll be ready to roll.

25 (Defendant's Deposition Exhibit 1 was

1 marked for identification.)

2 CROSS-EXAMINATION,

3 QUESTIONS BY AUSTIN L. ALBERTSON:

4 Q Mr. Bretz, I'm Austin Albertson, I'm your
5 counsel on behalf of TWG. I just have a couple
6 questions for you, and then we'll be ready to
7 get out of here.

8 I'm going to show you what I'm going to
9 mark as Defense Exhibit 1. Do you recognize
10 what this is?

11 A This is a site plan for Silver Oak.

12 Q When did TWG take over at Silver Oak?

13 A I believe the acquisition was in 2019.

14 Q Have there been any changes to the site since
15 TWG bought the property?

16 A It was an acquisition rehab, so yes, we went in
17 and rehabbed the units, the leasing office and I
18 believe some of the amenities.

19 Q Has that involved moving any of the buildings as
20 where they presently sit?

21 A No.

22 Q Just interior changes?

23 A Yes.

24 Q So what I've put in front of you is a site map
25 of Silver Oak. We've been talking a little bit

1 about 12F. How does the apartment numbering
2 work at TWG? So 12F, what does that correspond
3 to?

4 A 12 is the building number, and F is the unit
5 identifier.

6 Q Okay. So could you circle and initial next to
7 Building 12?

8 A Sure. (Witness complied.)

9 Q And we talked about this a little earlier,
10 that's the building that's been identified as
11 where Terrell was or living, according to
12 plaintiff, on the date of the bite; right?

13 A Yeah, that's the unit.

14 Q Was what alleged to be where Terrell was living?

15 A Yes.

16 Q I'll represent to you that plaintiff was deposed
17 in this case and identified, it's been circled
18 here, Building No. 3. Do you see Building
19 No. 3?

20 A I do see Building No. 3.

21 Q Is where she identified in her deposition as
22 where she believed the bite took place.

23 So can you find and circle and initial next
24 to where the leasing office is?

25 A The leasing office is in this location.

1 Q Has the leasing office ever moved as long as TWG
2 has owned the property?

3 A No, it has not.

4 Q What time generally is the leasing office open
5 and then closes at?

6 A 8:30 to 5:30. And maybe it's possible that
7 someone was doing some admin work and they'd
8 leave as late as 6:00.

9 Q And that hasn't changed the entire time TWG has
10 owned the property?

11 A Not to my knowledge.

12 Q Are any of the other buildings listed here on
13 this map for employees of TWG? Like where they
14 would work out of?

15 A The maintenance shop is back here.

16 Q Can you label that maintenance shop whatever
17 you're about to identify?

18 A (Witness complies.)

19 Q So are there any other buildings on site, other
20 than the leasing office and the maintenance shop
21 you identified, where would be based out of or
22 work out of if they weren't responding to an
23 issue of a specific unit?

24 A No.

25 MR. ALBERTSON: That's all I have. That's

1 it.

2 MR. ZDRILICH: I'll order a copy.

3 MR. ALBERTSON: We'll take an E-Tran.

4 Signature. Basically, you have a right to
5 review the transcript. You can't make material
6 changes to it, but if there's like a spelling
7 mistake or something stylistic that could be an
8 error, you have the right to look over within
9 30 days and make any changes. It's totally your
10 right to do that, but you can waive that right
11 to signature. It's whatever you would like to
12 do.

13 THE WITNESS: Do I need to decide today?

14 MR. ALBERTSON: Normally we decide today.
15 Or if you want to take a look at, it -- you want
16 to see it? All right, then, we won't waive
17 signature.

18 (Time noted: 12:23 p.m.)

19
20 AND FURTHER DEPONENT SAITH NOT.
21
22
23
24
25

1 STATE OF INDIANA)
) SS:
2 COUNTY OF MARION)
3

4 I, Craig Williams, RPR, CMRS, a Notary Public
5 in and for the County of Marion, State of Indiana,
6 at large, do hereby certify that KENDREL BRETZ, the
7 deponent herein, was by me first duly sworn to tell
8 the truth, the whole truth, and nothing but the
9 truth in the aforementioned matter;

10 That the foregoing 30(b)(6) deposition of
11 Kendrel Bretz, on behalf of TWG Management, LLC,
12 was taken on behalf of the Plaintiff, at the
13 offices of TWG Management, LLC, 1301 East
14 Washington Street, Suite 100, Indianapolis, Marion
15 County, Indiana, on the 17th day of September 2024,
16 scheduled to start at 10:00 a.m. EST, pursuant to
17 the Federal Rules of Civil Procedure;

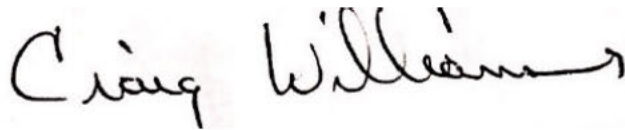
18 That said deposition was taken down in
19 stenograph notes and translated into an English
20 transcript under my direction, and that said
21 transcript is a true record of the testimony given
22 by the said deponent; and that signature was
23 requested by the deponent and all parties present;

24 That the parties were represented by their
25 counsel as aforementioned.

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1 I do further certify that I am a disinterested
2 person in this cause of action, that I am not a
3 relative or attorney of either party or otherwise
4 interested in the event of this action, and that I
5 am not in the employ of the attorneys for any
6 party.

7 IN WITNESS WHEREOF, I have hereunto set my
8 hand and affixed my notarial seal on this 23rd day
9 of September 2024.

10 
11

12 N O T A R Y P U B L I C
13

14 My Commission Expires:

15 January 11, 2032

16 County of Residence:

17 Marion County
18
19
20
21
22
23
24
25

Page 57

Kendrel Bretz

September 23, 2024

RE: Armistead, Jennifer v. TWG Management, LLC
9/17/2024, 30(b)(6) Kendrel Bretz (#6912190)

The above-referenced transcript is available for
review.

Within the applicable timeframe, the witness should
read the testimony to verify its accuracy. If there are
any changes, the witness should note those with the
reason, on the attached Errata Sheet.

The witness should sign the Acknowledgment of
Deponent and Errata and return to the deposing attorney.
Copies should be sent to all counsel, and to Veritext at
litsup-ga@veritext.com

Return completed errata within 30 days from
receipt of testimony.

If the witness fails to do so within the time
allotted, the transcript may be used as if signed.

Yours,

Veritext Legal Solutions

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Armistead, Jennifer v. TWG Management, LLC

30(b)(6) Kendrel Bretz (#6912190)

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30(b)(6) Kendrel Bretz

Date

Armistead, Jennifer v. TWG Management, LLC

30(b)(6) Kendrel Bretz (#6912190)

ACKNOWLEDGEMENT OF DEPONENT

I, 30(b)(6) Kendrel Bretz, do hereby declare that I have read the foregoing transcript, I have made any corrections, additions, or changes I deemed necessary as noted above to be appended hereto, and that the same is a true, correct and complete transcript of the testimony given by me.

30(b)(6) Kendrel Bretz

Date

*If notary is required

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS

COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted

fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

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Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

JENNIFER ARMISTEAD,	§	CIVIL ACTION FILE NO.:
	§	1:24-cv-02583-MHC
Plaintiff,	§	
	§	
v.	§	
	§	
TWG MANAGEMENT, LLC,	§	
	§	
Defendants.	§	
	§	

PLAINTIFF'S NOTICE OF 30(b)(6) DEPOSITION OF
DEFENDANT TWG MANAGEMENT, LLC

To: 30(b)(6) Designee(s) of Defendant TWG Management, LLC
c/o its Counsel of Record:
Erica L. Morton, Esq.
Austin L. Albertson, Esq
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COMES NOW, JENNIFER ARMISTEAD, (hereinafter, "Plaintiff"), who,
pursuant to O.C.G.A. § 9-11-30(b)(6), will take the deposition upon oral



examination of **TWG MANAGEMENT, LLC** (hereinafter, "Defendant TWG"). This deposition will take place at **10:00 A.M. Eastern Standard Time on Tuesday, September 17, 2024, at 1301 East Washington Street, Suite 100, Indianapolis, IN 46202**. The deposition will take place before an officer duly authorized to administer oaths by the laws of the United States or the State of Georgia and will be stenographically recorded and videotaped with the intent to use the videotape of these depositions at trial. The oral examination will continue from day to day until its completion.

Plaintiff does not know the address of any particular individual(s) Defendant TWG shall designate to testify.

As required by O.C.G.A. § 9-11-30(b)(6), Defendant TWG is required to designate one or more officers, directors, managing agents, or other persons with the most knowledge concerning the following designated matters and as to such information that is known or reasonably available to the organization about the following matters, where Premises is defined as the property known and/or marked as the Silver Oak Apartments, located at 1281 Brockett Road, Clarkston, DeKalb County, Georgia:

- 1) Person(s) with most knowledge of the incident giving rise to this lawsuit that took place on January 31, 2022, including but not limited

to, any investigations or other actions taken by this Defendant in connection with the incident;

- 2) Person(s) with most knowledge concerning the placement, recording and preservation of all video recordings from any and all cameras that cover the approaches of the Premises;
- 3) Person(s) with most knowledge concerning this Defendant's policies, procedures, techniques, methods, training, instructions and practices for the proper operation of all video recordings from all cameras located interior floor surfaces of the Premises;
- 4) Person(s) with most knowledge concerning this Defendant's policies, procedures, techniques, methods, training, instructions, analysis, and practices for the safe maintenance of, removal of, warning of potentially dangerous pets at the Premises;
- 5) Person(s) with most knowledge concerning this Defendant's policies, procedures, techniques, methods and practices regarding employee qualification, training, supervision and safety that apply to the maintenance of, removal of, and warning of potentially dangerous pets at the Premises;
- 6) Person(s) with most knowledge of all reports, statements, informal complaints, formal complaints and lawsuits concerning this Defendant

involving dog bites at the Premises from January 31, 2021 to the present;

- 7) Person(s) with most knowledge concerning this Defendant's policies, procedures, techniques, methods, training, instructions and practices for providing or obtaining aid, assistance, medical care and emergency treatment to invitees and customers who are injured by dog bites at the Premises;
- 8) Person(s) with most knowledge concerning this Defendant's policies, procedures, practices, duties and responsibilities to provide safe and hazard-free premises to customers, invitees and the public;
- 9) Person(s) with most knowledge concerning this Defendant's defenses to this lawsuit; and
- 10) All records associated with the hiring and firing of employees at the Premises from January 31, 2022 to the present.
- 11) All records associated with the hiring and/or firing of Davin R. Terrell.

Said Deponent(s) is/are required by this notice to be present for the taking of deponent(s)' deposition. Said Deponent(s) shall also be examined for all purposes allowed under the Georgia Civil Practice Act and the Georgia Rules of Evidence,

including for the purposes of discovery, preservation of evidence, and cross-examination as if he/she/they had testified on their own behalf and were being cross-examined, with full right to examine and the privilege of impeachment. Said Deponent(s) shall also be subject to examination as to any personal knowledge of all matters relevant to any issue in this proceeding. You may attend and examine.

This 9th day of September, 2024.

ZDRILICH INJURY LAW, LLC

/s/Joseph A. Zdrilich
Attorney for Plaintiff
State Bar of Georgia No.: 569248
Attorney for Plaintiff

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Duluth, Georgia 30096
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E-mail: joe@zinjurylaw.com

CERTIFICATE OF SERVICE

I hereby certify that I have this day filed the within and foregoing *Plaintiff's Notice of 30(b)(6) Deposition of TWG Management, LLC* with the clerk of court via the CM/ECF system which will automatically serve all counsel of record by statutory electronic service via email as follows:

Erica L. Morton, Esq.
Austin L. Albertson, Esq
SWIFT, CURRIE, MCGHEE & HIERS, LLP
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Attorneys for Defendant TWG Management, LLC

This 9th day of September, 2024.

ZDRILICH INJURY LAW, LLC

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/s/ Joseph A. Zdrilich
JOSEPH A. ZDRILICH
State Bar of Georgia No.: 569248
Attorney for Plaintiff

PRIVILEGED AND CONFIDENTIAL PREPARED AT REQUEST OF COUNSEL

**THE FOLLOWING REPORT WAS PREPARED BY PRIVATE INVESTIGATOR VANESSA CAMPO
FOR SPEARHEAD INVESTIGATIONS, LLC.**

On Thursday, March 10, 2022, at approximately 2:31 PM, Private Investigator Vanessa Campo conducted an interview of Alexia Duru at Silver Oak Apartments, [REDACTED] #13E, Clarkston, GA 30021. Duru can also be reached at 470-759-8449.

PI Campo introduced herself as an investigator working on behalf of The Zdrilich Law Group. After being advised of the identity of the interviewing investigator and the nature of the interview, Duru voluntarily provided the following information:

PI Campo approached Duru while she was sitting on her porch and immediately showed her pictures of an Akita. When Duru was asked by PI Campo if she has seen an Akita around the complex, she replied, "I know what these dogs look like because my dog been outside before when that dog came over here and started fighting. He bit my dog in the face one time." Duru owns a Pitbull.

Duru recalled two incidences involving the Akita. The first one was around September or October of 2021. Duru heard her Pitbull, who was chained up on the porch per usual, barking. As barking was out of character for her Pitbull, Duru went onto the porch to see what was going on. Duru witnessed an Akita attacking her Pitbull. The Akita did not have a leash and Duru did not see the owner around.

The second incident happened within the same month. Duru's mother witnessed the Akita come onto the porch again. This time, Duru's Pitbull was able to put his mouth around the Akita's neck.

Duru told management about these incidents. Duru also tried to go around and ask if anyone knew who the Akita belonged to. However, no one from management got back to her nor does Duru know who the Akita belongs to.

Duru also stated that there are many dogs that roam around the complex off leashes, sometimes even with no collar.

End of interview.

Investigator Vanessa Campo, Spearhead Investigations, LLC



PRIVILEGED AND CONFIDENTIAL PREPARED AT REQUEST OF COUNSEL

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Investigator Vanessa Campo, Spearhead Investigations, LLC



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Duru also stated that there are many dogs that roam around the complex off leashes, sometimes even with no collar.

End of interview.

Investigator Vanessa Campo, Spearhead Investigations, LLC



THE FOLLOWING REPORT WAS PREPARED BY PRIVATE INVESTIGATOR VANESSA CAMPO
FOR SPEARHEAD INVESTIGATIONS, LLC.

On Tuesday, March 22, 2022, at approximately 10:02 AM, Private Investigator Vanessa Campo conducted an interview of Rex Zaragoza at Silver Oak Apartments, [REDACTED] Clarkston, GA 30021. Zaragoza can also be reached at 317-832-6856.

PI Campo introduced herself as an investigator working on behalf of The Zdrilich Law Group. After being advised of the identity of the interviewing investigator and the nature of the interview, Zaragoza voluntarily provided the following information:

PI Campo immediately showed Zaragoza pictures of an Akita. When PI Campo asked if Zaragoza saw a similar dog in the complex, Zaragoza nodded that he did. Then Zaragoza stated that he has "seen that dog plenty of times...running free."

Zaragoza has worked for the complex for about a year. When Zaragoza was first employed, he saw the Akita as a puppy and that it "didn't really bother nobody, but as he got older, he started fucking with people and other dogs and got aggressive, he's big as hell too."

Zaragoza estimated that he has seen the Akita about every two weeks since his employment. Zaragoza also stated that there is a Pitbull around the complex "that terrorizes shit too." Zaragoza thinks the Akita, "breaks out or whatever," because the Akita runs around the complex free with no leash.

Zaragoza took over management about a month ago but has not seen the Akita since. He assumes that the Akita is leashed up. Zaragoza does not know who the owner of the Akita is. When PI Campo showed Zaragoza mugshots of Terrell, Zaragoza did not recognize him. Zaragoza does not know where the dog "stays at," and Zaragoza has "been in damn near every apartment." Zaragoza further stated, "won't never see him (the Akita) at nobody's house and I've been working this apartment complex for a while and haven't went in nobody's house and seen that dog."

Before Zaragoza was management, he was a 'tech,' and while he was a tech, he did tell his supervisors about the Akita. The only thing that his supervisors did was call animal control because that's the "only thing they can do." Zaragoza never himself called animal control. Animal control was called "a couple of times," but when they finally got to the complex, the Akita would be gone.

More maintenance personnel then joined the interview. One employee asked Zaragoza, "that dog be free?" Zaragoza replied, "Hell yeah, that big motherfucker, that's the one I be telling I will shoot that motherfucker sometime...I will shoot that bitch.... he's about 130-140 pounds."



THE FOLLOWING REPORT WAS PREPARED BY PRIVATE INVESTIGATOR VANESSA CAMPO
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Zaragoza has not witnessed the Akita attack anyone or another animal. Zaragoza has observed the Akita walking around smelling stuff mostly. However, once the Akita recognizes a person it will stand at attention, stated Zaragoza, "he's an intimidating dog." Zaragoza is not sure what the Akita will ever do.

Tenants have come up to Zaragoza stating that the Akita attacked their dog and Zaragoza has seen those attacked dogs. Zaragoza has heard "a lot" of people state that the Akita has bitten people and other dogs. Several times Zaragoza has gotten in his truck and yelled, "Hey!" at the Akita which made the Akita run off.

A specific tenant that has complained about the Akita multiple times to Zaragoza is a man in his 60s or 70s that walks around the complex daily. This senior man wears a mask, shuffles when he walks, and talks like he has had a stroke. PI Campo tried to locate this man but was not able to.

End of interview.

Inv. Vanessa Campo for Spearhead Investigations, LLC

TWG Management, LLC
333 N. Pennsylvania St., Suite 100
Indianapolis, IN 46204
Tel 317-264-1833
www.twgdev.com



June 24, 2020

Davin Terrell
[REDACTED] APT 16G
Clarkston, GA 30021
(317) 864-9159
[REDACTED]@gmail.com

Dear Mr. Terrell,

The purpose of this letter is to notify you of your decision to terminate your employment with TWG Management, LLC effective today. Your last day will be today and your final paycheck will be on July 3, 2020.

Reason for Separation: Voluntary Job Abandonment

- On July 23, 2020 and July 24, 2020 you had 2 consecutive no-call-no-shows, meaning you did not show up to work for your scheduled shift and did not notify your supervisor.
- Per company policy, which you previously acknowledged, employees who fail to report to work or contact their direct supervisor for two (2) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal shift on the second day.

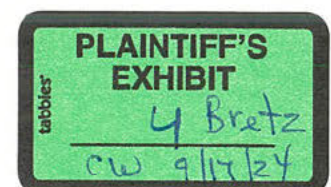
Please arrange to return all company property, including but not limited to; company cell phone, office keys and access fobs. These items should be mailed to TWG at 1301 E Washington St., STE 100, Indianapolis, IN 46202 no later than Monday June 29, 2020.

Your elected health insurance coverage with Cigna will terminate June 30, 2020. Voluntary health products are terminated immediately. If you are eligible for COBRA extended health insurance coverage, you will receive information notifying you of the enrollment process from our COBRA Administrator, BPC, in the next 45 days. Please contact BPC, 1-877-272-8880, regarding any questions on extended insurance coverage available under COBRA. For questions regarding your 401(k) funds, please contact Empower Retirement Services at 1-855-756-4738.

Please feel free to contact me directly at (317) 333-6431 concerning any questions or concerns you may have.

Sincerely,

Holly MacDougall
Human Resources and Talent Manager
TWG Development, LLC



Silver Oak Apartments
1281 Brockett Rd
Clarkston, GA 30021-1600

Subjournal: RESIDENT
Davin Terrell
[REDACTED] #16-G
Clarkston, GA 30021

Final Account Statement

Ledger Account at Move out

Prorated due to move out (06/01/20 - 06/01/20)	\$28.00
Rent	\$1,676.00
Balance at Move Out	\$1,704.00

* See the itemized charges for a complete listing of the work.

Deposit Activities

Total Deposits on hand	\$0.00
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Additional Charges/Credits/Payments after Move Out

Total additional Charges/Credits/Payments	\$0.00
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Final Account Balance

Balance at Move Out	\$1,704.00
Total Deposits	\$0.00
Total additional Charges/Credits/Payments	\$0.00
Total account balance due	\$1,704.00

FAS Prepared

Date	06/17/2020
Property Date	07/26/2023
User	Nina Robinson

Pay To

Silver Oak Apartments
1281 Brockett Rd
Clarkston, GA 30021-1600
US

Lease Information | Unit 16-G

Move In	01/22/2020
Notice Given	
Lease Expires	12/31/2021
Move Out	06/01/2020
Move Out reason	Skipped without notice

Thank you for staying with us. Your final account statement resulted in the balance above. Please remit your payment to the management office. If we do not receive your payment within 30 days, the account will be turned over for collection efforts and may be subject to additional fees/penalties. If you have any questions, please feel free to contact the management office.

Manager

TWG Management, LLC
333 N. Pennsylvania St., Suite 100
Indianapolis, IN 46204
T 317.264.1833
www.twgdev.com



January 7, 2019

Davin Terrell

[REDACTED]
Norcross, GA 30093
[REDACTED]@icloud.com
(470) 658-6005

RE: Maintenance Technician

Dear Davin,

We are pleased to offer you the Maintenance Technician position at Silver Oak Apartments in Clarkston, GA.

We would like for you to join our company full-time on Wednesday, 1/9/2019. You will be reporting to Aushiana White, Property Manager. Your base compensation for this position will be \$17.00 per hour. Earnings are paid every two weeks, and this position is non-exempt and full-time. Your scheduled work hours will be 8:00am – 5:00pm. You will also be responsible to take calls after-hours in the case of an emergency.

We provide health, dental, and vision insurance up to \$550/month for the employee only plan. You will be responsible, via payroll withholding, for any excess coverage costs you elect. The insurance plans, if used, take effect 30 days after your hire date. TWG offers a 401k plan for all full-time employees and will match employee contributions up to 4% of their annual compensation. The 401k plan takes effect 60 days after your hire date. In addition, you will receive a company cell phone. Regarding vacation and sick time, you will be entitled to 2 weeks of paid vacation and 5 days of sick time that accrues bi-weekly for your first full year of employment.

Jamie Barnes, our Payroll and Benefits Coordinator schedule a call with you during your first week to review our benefits offerings. If you have any questions or need further information, please feel free to contact me directly at (317) 333-6431.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Holly Neff'.

Holly Neff
HR and Talent Manager
TWG Development, LLC

Agreed to and accepted on January 9, 2019

A handwritten signature in cursive script, appearing to read 'Davin Terrell'.

Davin Terrell

Shirt Size: M Jacket Size: L

TWG Management, LLC
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Tel 317-264-1833
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Maintenance Technician – Non-Exempt

A. Purpose of Position: TWG Management, LLC. is seeking a full-time Maintenance Technician to assist with maintenance/janitorial operations. The Maintenance Technician will be responsible for the general upkeep of the property, positive resident relations, and works in the direction of company goals. A Maintenance Technician is also responsible to complete any other assignments as directed by management.

B. Reports to: will be reporting to Property Manager/Area Manager

C. Essential Duties and Qualifications:

- HVAC & EPA certifications preferred
- Perform general punch requirements
- Grounds and equipment upkeep
- Snow removal
- Basic service requests such as: replacing light bulbs/light kits, unclogging toilets, garbage disposal installation/repair, basic water heater repair, basic cleaning and resident services
- Repair plumbing, appliance, electrical, and carpentry
- Make Ready Process: Painting, carpet repair and carpet cleaning
- Maintain work order system, logs, and other records as needed
- Timely reporting of incidents that include property loss or work related injuries
- Operates various mechanical, electrical equipment, and power/garden tools
- Must comply with all local, state, federal guidelines as well as company policies & procedures
- On call duty and weekend work schedules to be expected for emergency maintenance service

D. Essential Qualifications

- Must have valid driver's license, reliable transportation, and provide own vehicle for travel between apartment communities (mileage paid).
- Must be able to pass criminal background check.
- Must be able to work with moderate to minimal direct supervision.
- Able to work in fast-paced environment while remaining conscientious and adhering to policies and procedures.
- Good human relation skills demonstrating the ability to deal with residents, peers and supervisors.
- Qualified candidates must possess adequate proficiency and communication skills to deliver excellent customer service.

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Work environment/Physical Demands:

The physical demands described below are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions:

- The position requires the employee to work indoors and outdoors, day or night, in a wide range of temperatures and overall weather conditions. While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms and talk or hear. The employee is frequently required to climb or balance and stoop, kneel, crouch, or crawl.
- Work involves use of hand and small power tools, and involves significant amounts of bending, stretching, walking, reaching, pushing, pulling, grasping, standing, and lifting of up to 100 pounds on a regular basis.

Disclaimer: The above statements are intended to describe the general nature and level of work being performed by people assigned to this classification. They are not to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. All personnel may be required to perform duties outside of their normal responsibilities from time to time, as needed.

Employee Acknowledgement  Date 1-8-19



Silver Oak Apartments

LEASE AGREEMENT

NOTICE: ATLANTA LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

1 General Provisions

This rental agreement shall evidence the complete terms and conditions under which the parts whose signatures appear below have agreed. The landlord/lessor/agent, TWG Management, shall be referred to as 'Owner' and the Tenant(s)/Lessee, **Davin Terrell** shall be referred to as 'Tenant'. As consideration for this agreement, Owner agrees to rent/lease to Tenant and Tenant agrees to rent/lease from Owner for use solely as a private residence located at [REDACTED] #16-G. The tenants lease terms will begin 01/22/2020 and will terminate on 12/31/2021.

2 Occupants

Those occupying the unit are as follows:

Resident First Name	Resident Last Name
1. Davin	Terrell
2. Devin	Taylor Jr.
3. [REDACTED]	[REDACTED]
4. [REDACTED]	[REDACTED]

3 RENT

The Tenant is to pay TWG Management rent in monthly installments of **\$842.00** during the term of this Lease set forth in Section 1 above. The monthly installments shall be due and payable on or before the first day of each month during the term hereof. Tenant agrees to pay a late fee in the amount of **\$50.00** in the event that rent is not received in the office by the 6th of the month. Resident will be charged **\$0** each day after the 6th until rent is paid in full. Rent shall be paid to: 1281 Brockett Rd Clarkston, GA 30021-1600 or such other location designated in writing by the Management. The Tenant's move in prorated pay in full is **\$272.00**, along with the deposit of **\$300.00**

4 UTILITIES

The following utilities and amenities are included in the rental charge to the Tenant:

- ☒ Water
 ☐ Electric
 ☐ Phone
 ☒ Trash
- ☒ Sewage
 ☐ Cable
 ☐ Internet



1
Davin Terrell
Revision Date: 04/2018





Silver Oak Apartments

The Tenant is responsible for all other utilities, related deposits, and any charges, fees or services on such utilities. The Tenant agrees to immediately place in his or her own name the utilities for which the Tenant is responsible and to promptly pay all charges for such utilities when due. The Tenant also agrees to pay for all utility hookup and disconnection charges as they become due. The amount of any unpaid charge which under the Lease are the responsibility of the Tenant; but which are paid by the Management; shall be considered additional rent due under this Lease and shall be paid by the Tenant within ten (10) days of receipt of notice thereof from the Management. There will also be an administration fee of \$25.00 for each utility bill that is paid by Management for the Tenant.

5 ASSIGNMENT AND SUBLETTING

The Tenant agrees not to assign this Lease or sublet the premises.

6 RULES & REGULATIONS

The Tenant agrees to comply with both the Crime Free Addendum and the Rules and Regulations attached to and forming a part of this Lease. The Tenant acknowledges that a violation of such Crime Free Addendum or Rules and Regulations by the Tenant or their guest, is a violation of this Lease and may permit the Management to terminate this Lease and initiate legal proceedings to evict the Tenant from the premises. The Tenant agrees to keep the premises in a clean and sanitary condition and comply with all applicable health laws with respect to the premises and to hold Management harmless from all fines, penalties and costs for violations or noncompliance. The Tenant shall be responsible for any damages to the premises including the common areas caused by the Tenant and/or guest, ordinary wear and tear are accepted. The cost of repairing any damage to the premises including the common areas caused by the Tenant or his/her guest(s) shall be considered additional fees due under this Lease agreement and shall be paid by the Tenant within ten (10) days of receipt of notice thereof from the Management. The Tenant agrees not to use the premises for any purpose deemed hazardous by insurance companies carrying insurance on the project. The Tenant shall not install an air-conditioning unit in or on the premises without Management's prior written approval. The Tenant shall make no alterations, additions or improvements to the premises such as painting, decoration, lock changes or wall coverings, not place pictures, signs or fences in or about the premises without the Management's prior written approval in accordance with the current Rules and Regulations. If approval is obtained, the Tenant agrees upon vacating the premises to remove, at Management's discretion, any such fixtures, signs or fences without damage to the premises. The maintenance of animals or pets on the premises is prohibited. The Tenant shall occupy a maximum of 1 parking space with an operational vehicle only.

7 CONDITION OF PREMISES

The Management shall not be liable for damage, theft or injury to person or property unless such loss results from Management's negligence or intentional misconduct. The Management recommends that the Tenant secure renter's insurance for protection of the Tenant's personal property. The Tenant acknowledges that he/she has examined the leased premises prior to signing this Lease and that the same is in good and habitable condition.

8 RENEWAL

At least sixty (60) days before the end of the term of this Lease, the Tenant shall notify the Management of the Tenant's intention to either execute a new Lease for an additional one-year term at the rent set by the Landlord or to vacate the premises at the expiration of the Lease term. If the tenant fails to notify the Management of his or her intentions or has not completed the necessary recertification process as required by Section 42 (as further described in a Low Income Housing Tax Credit Program Lease Addendum), the Tenant agrees to vacate the unit at the end of the Lease Term. The Tenant shall deliver the keys to the premises to Management when Tenant vacates the premises. Any property left in, at, or about the premises when the Tenant vacates the premises shall be deemed abandoned by the Tenant. The Tenant hereby agrees to hold the Management and its agents harmless from any and all claims for return of such property or from any claims for accounting as to the proceeds, if any, from the sale of such property, it being intended hereby that the Tenant relinquishes any and all claims on behalf of the Tenant or of the Tenant's guest or invitees for damages arising out of the Management's disposition of property deemed abandoned hereunder. Until the keys to the Leased premises are returned to the Management





Silver Oak Apartments

as evidenced by the Management's receipt thereof, the Tenant shall be bound by the terms of the Lease and the obligations to pay rent to the full extent permitted by law.

9 RIGHT OF ENTRY

The Management may show the premises to prospective Tenants beginning thirty (30) days prior to the termination of this Lease during reasonable business hours and have access to the premises at all reasonable and necessary times to inspect them for any purpose connected with the repair, improvement, care and management of the premises and the building in which the premises are situated. The Management may enter the premises at any time for the purposes of effecting repairs necessary to prevent injury or damage to person or property. A service request phoned into the Site Manager by the Tenant grants permission to Management to enter the unit without further notice to the Tenant.

10 TERMINATION

This Lease shall terminate upon expiration of the term hereof, or under default as described in this Lease Agreement. Upon termination, the Management shall be entitled to possession of the premises as authorized by law. The Tenant shall remain liable for any rent due during the remaining portion of the original term of this Lease, regardless of whether the Management has regained possession. The Management's rights shall be cumulative and shall not be exclusive of any other rights, remedies and benefits allowed by law.

11 MANAGEMENT OBLIGATION

The Management agrees as follows:

- That the premises and all common areas are fit for the use intended by the parties to this Lease;
- To keep the premises in reasonable repair during the term of this Lease and to comply with the applicable health and safety laws of the State of ATLANTA and of the local government unit, except when the disrepair or violation of the health or safety laws has been caused by the Tenant;
- That during the term of this Lease the Tenant shall peacefully, quietly and exclusively have, hold and enjoy, for his or her used and benefit, the premises covered by this Lease.

12 DEFAULT

If the Tenant should default under this Lease or if the Tenant's statements in the rental application are incorrect, Management shall have the right, among others, to terminate this Lease and to repossess the premises and cause the Tenant to vacate the premises in a manner provided by law. If this should occur, Tenant shall pay Management the expense incurred in obtaining possession of the premises and all other damages sustained by Management to the extent permitted by law. If for any reason the Tenant defaults on this Lease (including but not limited to Tenant skips or evictions for any reason) or turns in a 60-day Notice to Vacate prior to the Lease Term End, the Tenant agrees to pay a \$1,200.00 Lease buy out fee. This fee will be due upon the last day of Occupancy. In addition, if the tenant does not give sufficient notice to vacate (i.e. 60 days prior to move out) the unit deposit will be forfeited to Management.

13 RENTAL INCREASES

The Management shall have the right to raise the rent at any time during the Lease term or during the term of any renewal thereof, provided that the rental increase is the result of an increase ad valorem property taxes applicable to the project, increased insurance premiums for liability, hazard or worker's compensation coverage or for an increase in consumption or rates for electricity, water or sewage use. The rental increase shall be effective thirty (30) days after the Management has provided written notification thereof to the Tenant. The Management shall have no duty to the Tenant to provide supporting data for such increase(s).

14 ADDITIONAL RULES & REGULATIONS

The Management may change or adopt additional Rules & Regulations relating to the premises or the common areas which are necessary to protect the physical health, safety or peaceful enjoyment of the Tenant, his or her guests or other Tenants residing within the project. The current Rules & Regulations are attached hereto. The Management shall give at least thirty (30) days written notice to the Tenant of any changes or additions to the Rules & Regulations.





Silver Oak Apartments

15 SALE OF PROJECT

The Management may sell or assign the project, in which event this Lease shall continue in full force and effect between the Tenant and the Management's successor in interest. In such event the Management will transfer the Tenant's security deposit to the purchaser or assignee and the Management shall thereupon be relieved of any further responsibilities with respect to the security deposit.

16 MILITARY CLAUSE

The Tenant may terminate their tenancy if they are enlisted or are drafted or commissioned and on active duty in the U.S. Armed Forces. Tenant also may terminate tenancy if: (1) (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and (2) (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty. Upon these requirements, Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. Tenant must furnish a copy of his/her military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from Tenant's commanding officer. Military permission for base housing does not constitute change-of-station order. After you move out, Owner will return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Even if you are entitled to terminate your tenancy under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out. Tenant must immediately notify Owner if Tenant is called to active duty or receive deployment or permanent change-of-station orders.

17 DAMAGE TO THE PREMISES

If the premises or any part of them are damaged by fire or other casualty, but can be restored to habitable condition, the Management shall repair the premises with reasonable dispatch and the Tenant's obligation to pay rent shall be suspended during the period that the premises remains uninhabitable. If the premises are destroyed by fire or other casualty or if the premises, in the Management's opinion, cannot be restored to habitable condition within one-hundred twenty (120) days from the date that the Tenant is forced by the casualty to vacated the premises, either party may terminate this Lease by written notice to the other party.

18 SUBORDINATION OF LEASE

This Lease is and shall be subordinate to any mortgage now or after the date of this Lease executed and recorded with respect to the project. The lien of any mortgage or mortgages, upon recording shall be superior and prior to this Lease or any right created by this Lease, regardless of the date of recording. The Tenant agrees to execute any instrument deemed necessary or desirable to further effect the subordination of this Lease to any such mortgage or mortgages without charge, and refusal to execute such instrument shall entitle Management or Management's successors, assignees or legal representatives to cancel this Lease without incurring any expense or damage. The term of this Lease is expressly limited by this requirement.

19 WAIVER OF SUBROGATION

Each party releases the other party from any liability or loss, damages or injury caused by fire or other casualty for which insurance (permitting waiver of liability and waiver of insured right of subrogation) is carried by the insured party to the extent of any recovery by the insured party under such insurance policy. Management, at its sole expense, shall obtain fire and extended coverage insurance covering the buildings in the project. Tenant, at Tenant's sole expense, is advised to obtain fire and extended coverage insurance covering Tenant's personal property in the premises and at the project.

20 EMINENT DOMAIN

If any part of the premises is condemned by any government authority; then this Lease shall terminate as of the date that possession is taken by the government authority.





Silver Oak Apartments

21 SEVERABILITY

If any provision of this Lease should be or become invalid, such invalidity shall not in any way effect any other provisions of this Lease which shall continue to remain in full force and effect.

22 MODIFICATIONS

No modification (with the exception of the revised Rules & Regulations from time to time) of this Lease shall be binding unless in writing signed by the Tenant and by an authorized agent of the Management.

23 LIABILITY

In the event that this Lease should be signed as Tenant by more than one person, then the liability of the persons signing shall be joint and several.

24 STORAGE OF PROPERTY

If Management should provide storage space, Tenant's property shall only be stored in the space designated by Management. This storage space shall be subject to all applicable provisions of this Lease.

25 NOTICE OF INJURIES

In the event of any injuries to Tenant or Tenant's family, guests or invitees or in the event of any damage to any of their property that is allegedly caused by the negligence of Management or its agents or employees, Tenant shall give Management a written notice of the occurrence of the injury or damage within five (5) days of the happening thereof. The written notice shall be delivered to Management at the Management's office set forth in Paragraph 2 above, or at such other address which Management should hereafter furnish in writing to the Tenant.

26 CHECKLIST

Management will provide Tenant with a Move-In Checklist at the execution of this Lease. The Tenant should complete the checklist noting the conditions of the premises with a representative of Management at the time of lease signing. Tenant is entitled to request and receive a copy of the last termination inventory checklist which shows what claims were chargeable to the last prior Tenant.

27 MANAGEMENT

The party described as Management in this Lease is either the Owner or Landlord of the project or the authorized representative of the Owner and Landlord.

28 ENFORCEMENT OF LEASE TERMS

The failure of the Management to enforce or demand strict performance of the terms, covenants, agreements and conditions contained in this Lease shall not constitute or be construed as a waiver or relinquishment of the Management's right to enforce such terms, covenants, agreements and conditions which shall remain in full force and effect whether or not enforced.

29 NOTICE TO MANAGEMENT

Notices to the Management must be in writing and sent by mail to the Management office or the following address:

Silver Oak Apartments-- OFFICE
1281 Brockett Rd Clarkston, GA 30021-1600

30 SECURITY DEPOSIT

The security deposit required of you will be deposited in the following regulated financial institution or is covered by a surety bond issued by:

Centier
1 N Pennsylvania Street
Indianapolis, IN 46204





Silver Oak Apartments

NOTICE TO TENANT; YOU MUST NOTIFY MANAGEMENT IN WRITING WITHIN 4 DAYS AFTER YOU VACATE THE PREMISES OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE US MAIL, OTHERWISE MANAGEMENT SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

This lease has been signed by the Tenant and by the Management's authorized agent as of the date set forth in paragraph 1 above.

By: [Signature]
Authorized Agent

Tenant

Date

1-22-20

Tenant

Date

1/22/20

Tenant

Date

Tenant

Date





Silver Oak Apartments

APARTMENT RULES & REGULATIONS

The following Rules & Regulations apply to all Tenants, all members of the Tenant's household and all of the Tenant's relatives, guests, invitees or other agents. Tenants shall be responsible for the actions and conduct of all members of the Tenant's household and all of the Tenant's relatives, guests, invitees or other agents. Violation of these Rules & Regulations by the Tenant, any member of the Tenant's household, or Tenant's relatives, guests, invitees or other agents may result in the termination of the Tenant's residency. "Tenant" is used in these Rules & Regulations and includes Tenants, all members of Tenant's household, and all of Tenant's relatives, guests, invitees or other agents.

1. Tenants are responsible for damage caused to the Property while in possession of the unit. This includes damage to the unit from theft and vandalism. Tenant should take care to secure unit at all times, and is hereby advised to activate an alarm with the alarm company of their choice, and to obtain a "Renter's Insurance" policy to cover Tenant's personal belongings.
2. Management and its Management Company are empowered to enforce these Rules & Regulations. All Rules & Regulations shall apply at all times. Management shall have the right to change the Rules & Regulations after a thirty (30) day written notice to Tenant. Tenants may appeal changes in the Rules & Regulations in writing to the Manager.
3. Tenant shall, at all times, provide appropriate adult supervision of all minor children of the Tenant's household and of all Tenant's guests who are minor children, whether said minor children are with the Tenant Unit or in the common areas.
4. No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize an ADA-certified service animals. We may require a written statement from a qualified professional verifying the need for the support animal.
5. The trees, shrubbery and planted areas are a vital and valuable part of the Apartment Community. Tenant shall not damage, deface or mutilate any of the trees, shrubbery or planted areas. Tenant shall not use the outside water faucets without prior written consent of Management. The cost of repair or replacement of damage as described in this paragraph shall be paid by Tenant upon receipt of a bill from Management.
6. All common grounds, including but not limited to, courtyards, lawn areas, dog parks, etc., shall remain undisturbed by Tenant and guests of Tenant. Digging and/or disrupting the soil is not permitted.
7. Laundry work shall be done by the Tenant only in the rooms provided for such purpose at the Apartment Community. Washing machines, dryers and other laundry equipment shall only be used and operated in the rooms provided for such purpose. Tenant shall remove Tenant's belongings immediately after using the laundry equipment so as to enable other Tenants to use the equipment. Tenant shall leave all laundry equipment in a clean and neat fashion for use by the next Tenant.
8. None of Management's equipment may be removed from the premises or any part of the building in the Apartment Community. All such equipment shall be permanently retained in its original location.
9. Newspapers, cans garbage and other refuse must be placed in plastic bags and deposited in containers provided by Management for that purpose and the Tenant shall keep the container lid, if any, tightly closed at all times. Tenant shall comply with governmental regulations relating to disposal by Tenant of garbage and other refuse. No litter, ashtrays or any other refuse shall be dumped or disposed of in any parking areas or other common areas of the Apartment Community. The cleanup cost for items described in this paragraph shall be paid by Tenant upon receipt of bill from Management.
10. Tenant shall not store any kerosene, gasoline or other flammable or explosive material in the premises or Apartment Community.





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11. None of the Tenant's personal property, of any kind, shall be kept on the lawns, sidewalks, flower gardens or common areas.
12. Tenant shall only cook or bake in the kitchen of the premises, no barbeque (charcoal or gas) grills, smokers or any other type of open flame cooking or warming units are allowed.
13. Only those persons listed as occupants in the Tenant's application for residency shall be allowed as household occupants to occupy the premises without prior written consent of Management. Violation of this provision may cause guest(s) to be counted as household members, if qualified, or at Management's option, the tenancy may be terminated. Tenants shall not give accommodations to boarders, roomers or lodgers. Guests will not be allowed to stay more than one week within a three-month period.
14. No Tenant shall do or permit anything to be done in or about the premises, or bring or keep anything therein which will in any way increase the rate of fire insurance on the Apartment Community or on the property therein. No Tenant shall perform any act in violation of any insurance policy upon the buildings in the Apartment Community.
15. Tenant shall report immediately to Management and to the appropriate health authorities any case of infectious or contagious disease occurring within the premises.
16. In addition to the Crime Free Addendum signed by the Tenant, the following conduct by a Tenant shall be grounds for termination of residency, as permitted by law:
 - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Tenants; and
 - b. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences of persons residing in the immediate vicinity of the Apartment Community; and
 - c. Any criminal activity that threatens the health or safety of any on-site Management staff responsible for managing the Apartment Community; and
 - d. Any drug related criminal activity on or near the Apartment Community, engaged in by a Tenant. Drug related criminal activity means drug abuse, alcohol abuse, the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use of controlled substance as defined in section 102 of the Controlled Substances Act, 21 U.S.C. 802. The term "controlled substance" shall also have the meaning as described in MCLA 600.5714(b).
17. Tenant shall not abuse Management's agents, employees or other persons on the premises. "Abuse" includes but is not limited to assaulting, battering, unwanted touching, emotional harassment, vulgar language or excessive verbal abuse, or threats of assault, battery or harm.
18. Non-payment or repeated late payment of rent or default in any other financial obligation due under the Lease and these Rules & Regulations beyond any grace period constitutes material non-compliance with the Lease and is good cause for termination of residency.
19. Tenant shall be responsible for all actions of his/her guests while guests are on the premises whether in the Tenant's unit or while in the common areas. Any action of the Tenant's guests that would be material non-compliance with the Lease, if done by the Tenant will form the basis for the termination of the Tenant's residency.
20. Tenant shall immediately report to Management any accident, injury or damage to water pipes, toilets, drains, fixtures, electrical wiring or fixtures and any other property of Management. Tenant shall not make or cause any alterations to water pipes, toilets, drains, fixtures, electrical wiring or fixtures or other property of the Management.
21. No vehicle shall be operated at a speed in excess of fifteen (15) miles per hour on the driveways, parking areas or other parts of the Apartment Community.
22. All vehicles must be registered with Management identifying the owner of said vehicle, year, make, model and license plate number. All vehicles must be operable, registered and licensed. Management shall have the right to remove all inoperable or unregistered or unlicensed vehicles from the premises at the Tenant's sole expense and Tenant must reimburse Management for all costs incurred in removing the said vehicle. No





Silver Oak Apartments

- vehicle shall be parked or driven on any landscaped surfaces, including lawns or gardens. All vehicles must display an Apartment Community parking sticker at all times.
23. No car or vehicle repairing, polishing or washing shall be done at any time in or about the Apartment Community. Tenant shall place cardboard or other protective material to protect the pavement from parked vehicles that leak oil or Management shall have the right, among others, to have the vehicle towed away and stored at the Tenant's sole expense in a lawful manner.
 24. Trucks, commercial vehicles, trailers, mobile homes, recreational vehicles or boats shall not be parked in any parking space at the Apartment Community without the Management's prior written approval. If any vehicle is parked in the Apartment Community contrary to this provision, Management shall have the right, among others, to have the vehicle towed away and stored at the Tenant's sole expense in a lawful manner.
 25. No riding of bicycles on the lawns, parking areas or planted areas shall be permitted. Bicycles shall be kept in areas designated by Management for such purpose and at no time will bicycles be permitted in or about the front entrance or any building at the Apartment Community. No baby carriages, bicycles, velocipedes or other large articles shall be allowed in halls, passageways, stairways or any building or in any lawn or planted area in the Apartment Community. Use of skateboards, roller blades or similar equipment is specifically prohibited throughout the Apartment Community.
 26. The use of firearms, BB guns, pellet guns, paintball guns, sling shots or arrows is prohibited in the Apartment Community. Use of any of these items is basis for immediate termination of the tenancy.
 27. Nothing shall be done by the Tenant in or about any building in the Apartment Community which will interfere with the rights, physical health, safety, peaceful enjoyment, comfort or convenience of other Tenants. No musical instruments, radios, televisions or other device shall be operated and no cooking equipment shall be utilized in a manner that is disturbing or annoying to other Tenants nor shall any Tenant make any disturbing noises or created any annoying odors at any time. Tenants shall keep the entry door to their premises closed except during ingress and egress from the premises.
 28. Tenant shall keep the Apartment unit clean, safe and sanitary both inside and outside including yards, which are defined as the lawn from the Apartment walls extended to the street and/or distance half way to the next building (not to exceed 50 feet). Boundary lines shall overlap by 3 feet.
 29. The sidewalks, entrances, passages, courts, vestibules, stairways, doors, corridors and halls shall not be obstructed or blocked open or encumbered or used by Tenant for any purpose other than ingress and egress to and from the leased premises. All Tenant's boots, overshoes, throw rugs, umbrellas and other personal property shall be kept within the premises at all times.
 30. No person shall play in any area other than those specifically provided for such purpose by Management. Playing in the halls, entrances, laundry rooms, dumpsters, stairways or basements of the buildings in the Apartment Community is expressly prohibited. Minors must be appropriately supervised at all times while playing in the area provided by Management.
 31. Tenant shall not smoke any tobacco products in the entrances, passages, hallways, stairways, corridors, lobbies, laundry areas, community rooms, Tenant Manager's office or any other common area of the Apartment Community.
 32. Tenant shall be responsible for and shall pay the cost of any loss or damage to any person or real property of other Tenants, Management or the Apartment Community caused by the Tenant's intentional or negligent conduct, including leakage from any approved waterbed maintained by the Tenant, and including conduct which caused any fire/emergency equipment to begin operating. The cost of the repair or replacement of damages as described in this paragraph shall be paid by Tenant upon receipt of bill from Management. If Tenant fails to pay the amount owed for repair of damages caused by Tenant, the Management may take legal action to collect the amount due. Substantial, repeated or intentional damage to the premises, property of others or any portion of the Apartment Community constitutes material non-compliance with the Lease and is good cause for the termination of the tenancy.





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33. Tenant's personal property shall not be placed or stored in the windowsills. Tenant shall install no additional air conditioning units without the prior written approval of Management. No tablecloths, clothes, laundry, curtains, rugs or other personal property of the Tenant shall be shaken or hung from the windows or doors.
34. Tenant shall be responsible for and shall pay the cost of any loss or damage to any person or real property of other Tenants, Management or the Apartment Community caused by the Tenant's intentional or negligent conduct with window accessibility. Tenant shall take the necessary precautions to prevent their property, window treatments, debris, or persons from falling from the windows or doors of the premises. Tenant understands selected windows are accessible to open and may not be consistent throughout apartment unit or community. Tenant shall not sweep or throw from the premises any dirt or other substances into any of the corridors, halls, stairways, entrances, light shafts, ventilators or elsewhere in any building in the Apartment Community.
35. Tenant shall not cause substantial or repeated physical damage to the premises or any portion of the Apartment Community.
36. Tenant shall not cause substantial or repeated physical damage to the property of others.
37. No sign, illumination, advertisement, notice or other lettering or equipment shall be exhibited, inscribed, painted or affixed or exposed by Tenant on or at any window or on any part of the outside or inside of the premises or any building within the Apartment Community.
38. No shades, awning or any other projection including air conditioners or radio antennas or wiring shall be placed upon or attached to or extended from the outside walls or roof of the premises or any building at the Apartment Community without the Manager's prior written permission. No signs or medallions of any kind shall be installed in the balls, on the mailbox, or the doors or windows of the premises of any area outside of the premises.
39. Management shall retain a pass key to the premises. No Tenant shall add, remove or alter any lock or install a new lock or knocker on any door of the premises within the Apartment Community. Tenant shall be responsible for the replacement of any lost keys provided by Management. Tenant shall be charged a lock out fee of \$50.00 if lockout is before or after normal business hours. The cost of a lockout as described in this paragraph shall be paid by Tenant upon receipt of a bill from Management. Lost keys and/or entry key cards will result in the following charges added onto their account:
 - Mailbox Keys - \$15.00 to change lock and issue 1 new key
 - Entry Keys - \$75 to change locks and issue 2 new keys
 - Key cards for Entry into Building - \$25.00 per card
40. Furniture and personal property must be stored inside the Tenant apartment.
41. Window blinds are supplied by Management to the Tenant at move in at no cost. Blinds must remain in the windows at all times. Damaged blinds must be replaced by the Tenant at the Tenant's sole expense. Tenant may install draperies at Tenant's sole expense. At no time shall sheets be used as draperies on any window or doorways in the premises.
42. Tenant shall not tamper with, alter or deactivate the smoke alarm/detectors or the carbon monoxide alarms/detectors located in the common areas and individual units within the Apartment Community. Any such conduct constitutes material non-compliance with the lease and is cause for termination of the tenancy.
43. Tenant shall not tamper with, alter or deactivate the heating units or security cameras located in the common areas of the Apartment Community. Any such conduct constitutes material non-compliance with the lease and is cause for termination of tenancy.
44. Tenant shall not use waterbeds without Management's prior written consent. Management may deny a request by a Tenant to use a waterbed for any reason, including the lack or adequate renter's insurance. If the Tenant uses a waterbed, the Tenant shall obtain renter's insurance to cover any damages to the premises or property of other Tenants due to waterbed leakage. Tenant shall be responsible for all damage caused by use of waterbeds including, but not limited to leakage from a waterbed, water damage caused by draining a





Silver Oak Apartments

- waterbed or damage caused by the weight of a waterbed. The cost of repair or replacement of damages as described in this paragraph shall be paid by Tenant upon receipt of a bill from Management.
45. Tenant shall be responsible for all damages beyond normal wear and tear to the premises, stairway, hallways and any part of the Apartment Community which may be caused by the Tenant, including but not limited to damages caused by moving furniture or other bulky articles and fire damage caused by Tenant.
 46. No spikes, tacks, screws, hooks or nails shall be driven into the walls, ceiling, woodwork or doors of the premises except that Tenant may insert a reasonable number of small nails into the walls for the purpose of hanging pictures, mirrors and/or decorative accessories. Tenant shall not otherwise mar or deface the walls, ceiling or woodwork. Tenant shall not use Scotch tape, stickers, adhesive or picture hangers on the walls nor adhesive contact paper on the walls, shelves or in the drawers. Tenant shall only have a telephone installed at the pre-wired location in the premises.
 47. The toilets, basins and other plumbing fixtures shall not be used for any other purpose than those for which they were designed; no sweeping or putting rubbish, rags, diapers, paper towels or other improper articles into any of them. The cost of replacement of damage and /or labor charges as described in this paragraph shall be paid by the Tenant upon receipt of a bill from Management.
 48. Owner shall dispose of any items left in Apartment when the Tenant moves.
 49. Owner is not responsible for personal property left with employees.
 50. Tenant shall not loan out their keys or building entry key cards. Keys and building entry key cards are for the Tenant's use only.
 51. All entry doors are to remain unobstructed and locked at all times. Anyone found to be tampering with the entry doors will be in direct violation of their lease agreement.
 52. These Rules and Regulations are incorporated into and made a part of the Lease between the parties and may be updated or altered with notice to the Tenant at any time.

TENANT SHOULD READ EACH OF THE RULES & REGULATIONS CAREFULLY. TENANT'S SIGNATURE BELOW CERTIFIES THAT TENANT HAS READ, UNDERSTANDS AND AGREES (WHERE APPLICABLE) TO FOLLOW ALL THE RULES & REGULATIONS. TENANT UNDERSTANDS THAT VIOLATION OF ANY ONE OF THESE RULES & REGULATIONS IS GROUNDS FOR EVICTION.

[Signature]
Tenant

1-22-20
Date

Dustin Taylor Jr.
Tenant

1/22/20
Date

Tenant

Date

[Signature]
Owner / Agent of Owner

1/22/2020
Date





Silver Oak Apartments

LEASE ADDENDUM – RENT COLLECTION POLICY

1. Rent is due in full on the FIRST (1st) day of each month. Rent payments should be made payable as follows:
Silver Oak Apartments
1281 Brockett Rd
1. The Lease allows a **FIVE (5) day GRACE PERIOD** after which an administration fee of **50.00** is charged. Resident will be charged **\$0** each day after the 6th until rent is paid in full. All Residents with a delinquent balance after the **FIFTH (5th)** day of the month will receive a delinquency notice. Proceedings to terminate the residency will begin on the 16th day of the current outstanding month if rent has not been paid in full.
2. Tenant delinquent in rental payments will be turned over to Legal Counsel for the purpose of initiating eviction proceedings ten (10) days after the Demand for Possession notice is mailed. **THE TENANT WILL BE RESPONSIBLE FOR ALL ALLOWABLE LEGAL FEES AND THEY MUST BE PAID IN FULL TO AVOID COURT PROCEEDINGS.** PERSONAL CHECKS ARE NOT ACCEPTED IF RECEIVED AFTER THE TEN (10) DAYS GIVEN IN THE DEMAND FOR POSSESSION. AFTER THAT DATE, YOU MUST PAY BY EITHER MONEY ORDER OR CASHIER'S CHECK.
3. Silver Oak Apartments or other Owner's Representative reserves the right not to renew the Lease Agreement of any Tenant who has received three (3) delinquency notices within a twelve (12) month period.
4. Silver Oak Apartments or other Owner's Representative reserves the right to immediately terminate the tenancy of any Tenant whose non-payment of rent has resulted in the filing of eviction proceedings on more than one (1) occasion.
5. In the event that a Tenant's check is returned from the financial institution it is drawn on for any reason, Management will not redeposit the check. An Administration fee of \$35.00 will be charged when a check is not honored for payment and the rent will be considered late and the appropriate fees will apply. In addition, a fee equal to the amount charged to Management by the financial institution will be imposed. If more than one (1) check is returned due to insufficient funds or for any other reason within a twelve (12) month period, the Tenant will be required to make all future rental payments by money order, certified check or cashier's check.
6. Waiver: should Management waive any provisions of this policy, such waiver shall not be construed as a waiver of a further breach of such provisions or a waiver of any other provisions of this policy.

I CERTIFY THAT I HAVE READ AND UNDERSTAND THIS ADDENDUM 1 TO THE LEASE AGREEMENT REGARDING THE RENT COLLECTION POLICY AND HAVE RECEIVED A COPY.

Tenant

Date

Tenant

Date

Tenant

Date

Tenant

Date

Owner / Agent of Owner

Date





Silver Oak Apartments

CRIME FREE LEASE ADDENDUM

In consideration of the execution of a Lease Agreement between **Silver Oak Apartments** ("Owner") and Tenant, the Owner and Tenant agree as follows:

1. The Tenant shall agree not to engage personally in or permit any unlawful activities in the dwelling unit, in the common areas, on or off the project grounds. Such activities include, but are not limited to those items listed in paragraph 3 below.
2. The Tenant, any member of the Tenant's household or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activities including drug related criminal activity and acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on or off the project premises. In addition, if Tenant allows a guest who has been banned and/or trespassed from the property inside their unit they will be in violation of their lease and subject to eviction.
3. The Tenant shall not knowingly permit any member of the Tenant's household, or a guest or other person under the Tenant's control to engage in unlawful activity, including drug related criminal activity, in the unit, in the common areas, on or off project grounds. Unlawful activities include but are not limited to; acts of violence that damage or destroy the dwelling unit or disturb or injure other Tenants or anyone else in the unit, common areas or the project grounds. Drug related criminal activity include but are not limited to, illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use a controlled substance (as defined in Section 102 of the Controlled Substances Act 21. USC 802). Tenant further agrees and understands that this Apartment Community is designated a Drug Free Zone.
4. Violation of the above provisions shall be a material violation of the Lease Agreement and substantiate good cause for termination of tenancy. It is understood and agreed that a single violation of any provision of this addendum shall be deemed a serious violation and a material non-compliance with the Lease and is justifiable cause for termination of tenancy.
5. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence as determined by the Owner or their representative at their sole discretion.
6. In case of conflict between the provisions of this Crime Free Addendum and any other provisions of this Lease, the provisions of the Crime Free Addendum shall govern.
7. This Crime Free Addendum is incorporated into the Lease executed or renewed this day between the Owner and Tenant.

[Signature]
Tenant

1-28-20
Date

Davin Taylor Jr.
Tenant

1/22/20
Date

Tenant

Date

[Signature]
Tenant

1/22/2020
Date

[Signature]
Owner / Agent of Owner

Date





Silver Oak Apartments

RENTER'S INSURANCE LEASE ADDENDUM

The most widespread misconception of renters is that personal property damaged by smoke, fire, explosion, weather, vehicles, vandalism, electrical/plumbing/HVAC mishaps, etc. will be covered by the Landlord's insurance policy. This is not accurate. The Landlord's insurance policy protects the Landlord's interest only.

Apartment building owners carry insurance on their buildings and their property within the building or rental unit, but not on your personal property. We strongly recommend obtaining renters insurance upon lease signing.

The Renter's Insurance Addendum serves as acknowledgement that **Silver Oak Apartments** has explained to you the importance of renter's insurance and that we will not be responsible for damages caused to you or your personal property.

[Signature]
 Tenant

1-20-20
 Date

Denn Taylor Jr.
 Tenant

1/22/20
 Date

Tenant

Date

[Signature]
 Tenant
Sheresa Crooks
 Owner / Agent of Owner

Date
1/22/2020
 Date





Silver Oak Apartments

SMOKE ALARM LEASE ADDENDUM

Property functioning smoke alarms provide an early warning system and reduce the risk of potentially dangerous situations related to fire.

DO NOT DISABLE OR DISCONNECT YOUR SMOKE ALARM FOR ANY REASON

It is understandable that your alarm may signal due to cooking or even a hot shower, though these are not viable reasons to disable your alarm. Possible suggestions to preventing such false alarms range from making use of your exhaust fan to just opening a window. Removing the battery of your smoke alarm should never be a consideration.

It is important to make sure that your smoke alarm is in working condition. In order to treat the alarm, simply press and hold the red button on the outside of the alarm. If you hear the alarm sound, this means it is in proper working order. If it does not sound or you hear an intermittent beeping sound, please notify the office immediately for repair or replacement.

Fire extinguishers are provided in your unit and in the common hallways. You must inform Management within 24 hours if they have been discharged. Failure to do so could result in Lease termination.

If it is reported to Management that the smoke alarm is not working properly, Management shall replace it free of charge. If it is discovered by Management that the smoke alarm has been disabled, disconnected or tampered with, there will be a charge to the Tenant for time and supplies to correct the problem.

REMEMBER – SMOKE ALARMS SAVE LIVES AND PROPERTY

Tenant

Date

Tenant

Date

Tenant

Date

Tenant

Date

Owner / Agent of Owner

Date





Silver Oak Apartments

MOLD PROVISIONS LEASE ADDENDUM

Tenant hereby acknowledges and agrees that Tenant is responsible for the prevention and/or control of mold growth within the leased premises that are under the Tenant's care, custody and/or control.

Accordingly, it is the Tenant's responsibility to maintain the leased premises in a clean and healthy manner, and to promptly report any and all instances of water damage, including but not limited to water leaks, broken seals, worn caulk and the like. Tenant's failure to report any instances of water damages to the Management within twenty-four (24) hours of Tenant's discovery of such damages will be deemed to be a breach of the Lease Agreement by Tenant.

Tenant further acknowledges and agrees that Tenant will be responsible for any and all damages, including, but not limited to damages to the property, including the leased premises and other apartments and common areas, loss of use, loss of value, personal injury, adverse health effects, loss of income, emotional distress, death and any and all other damages that may result, in whole or in part, from the Tenant's failure to comply with this Mold Provisions Addendum of the Lease Agreement.

[Signature]
Tenant

1-22-20
Date

Davin Taylor Jr.
Tenant

1/22/20
Date

Tenant

Date

[Signature]
Owner / Agent of Owner

1/22/2020
Date





Silver Oak Apartments

LEASE ADDENDUM FOR UNITS PARTICIPATING IN GOVERNMENT REGULATED AFFORDABLE HOUSING PROGRAMS (SECTION 42 LOW-INCOME HOUSING TAX CREDIT)

1. **ADDENDUM.** This is an addendum to the lease contract executed by **Davin Terrell** (LESSEE) and Silver Oak Apartments (LESSOR) for the dwelling located at [REDACTED] #16-G Clarkston, GA 30021
2. **PARTICIPATION IN GOVERNMENT PROGRAM.** We, as the agents for the dwelling you are renting, are participating in a government regulated affordable housing program. This program requires both you and us to verify certain information and to agree to certain provisions contained in this addendum.
3. **ACCURATE INFORMATION IN APPLICATION.** By signing this addendum, you are certifying that the information provided in the supplemental rental application and on all other forms regarding your household annual income and assets is true and accurate.
4. **FUTURE REQUESTS FOR INFORMATION.** By signing this addendum, you agree that the annual income and other eligibility requirements for participation in this government regulated affordable housing program are substantial and material obligations under the Lease Contract. You agree to comply promptly with all requests for information regarding annual income and eligibility, including requests by the Owner/Agent and the appropriate government monitoring agency. These requests may be made to you now and at any time during the Lease Contract term or renewal period.
5. **INCOME INCREASES.** By signing this addendum, you understand that your income is allowed to increase up to 140% of the current applicable income limit and still remain income eligible. Further, if your state agency requires additional restrictions, your Income may not increase above the current applicable income limit and remain income eligible. If your income increases above 140% of the maximum allowable income as governed by the Section 42 Low-Income Housing Tax Credit Program (or current income limit for stricter state specific requirements), management may increase your rent to the maximum allowable Housing Credit rent with a 30-day notice, and may later convert the unit into a market rate unit and/or a higher rent set aside.
6. **INACCURATE INFORMATION AS GROUNDS FOR EVICTION.** If you refuse to answer or if you do not provide accurate information in response to these requests, it will be considered a substantial violation of the Lease Contract and good cause for termination of tenancy through eviction or non-renewal of lease, regardless of whether the inaccuracy of the information you furnished was intentional or unintentional.
7. **HOUSEHOLD STUDENT STATUS.** Section 42 Low-Income Housing Tax Credit Program requirements state that households consisting entirely of full-time students must meet certain eligibility requirements to be program qualified. By signing this addendum, you agree that if any adult household member becomes a full-time student during the lease period or if the current student status of any household member changes, you must immediately notify management. At such time, your continuing eligibility according to program requirements will be reviewed. If it is determined that you no longer qualify for the program, management will issue a thirty (30) day notice to vacate the unit.
8. **ANNUAL INSPECTIONS.** By signing this addendum, you are agreeing to allow the Owner/Agent to conduct periodic inspections of your unit with prior 24-hour notice, except when emergency situations make such notices impossible. Additionally, your unit may be selected for inspection during periodic inspections by the appropriate government monitoring agency





Silver Oak Apartments

[Signature]
Tenant

1-22-20
Date

Davin Taylor Jr.
Tenant

1/22/20
Date

Tenant

Date

[Signature]
Tenant
Owner / Agent of Owner

1/22/2020
Date





Silver Oak Apartments

BED BUG LEASE ADDENDUM

PLEASE NOTE: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. PURPOSE: This addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

2. INSPECTION: You agree that you: (check one)

☒ Have inspected the dwelling prior to move in and that you did not observe any evidence of bed bugs or bed bug infestations; OR

☐ Will inspect the dwelling within 48 hours after move-in and notify us of any bed bugs or bed bug infestation.

3. INFESTATIONS: You agree that you have read the information on page two of this addendum about bed bugs and:

☒ You are not aware of any infestation or presence of bed bugs in your current or previous apartment home or dwelling. You agree that you have not been subjected to conditions in which there was any bed bugs infestation or presence. OR

☐ You agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including, furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bugs infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here.

4. ACCESS FOR INSPECTION AND PEST TREATMENT: You must allow us and our pest control agent's access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guest, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common area for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treat the dwelling(s). If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for bed bug infestation on your own.

5. NOTIFICATION: You must promptly notify us:

- Of any known or suspected bed bug infestation or presence in the dwelling, or in any of the clothing, furniture or personal property.
- Of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.





Silver Oak Apartments

- If you discover any conditions or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.
- 6. COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bedbugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleared as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.
- 7. RESPONSIBILITIES:** You may be required to pay all reasonable cost of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestation in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.
- 9. TRANSFERS.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

BED BUGS – A GUIDE FOR RENTAL HOUSING RESIDENTS

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals (their sole food source), the bugs assume a distinctly blood-red hue until digestion is complete.

BED BUGS DON'T DISCRIMINATE:

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

While bed bugs are by their very nature more attracted to clutter, they're certainly not discouraged by cleanliness. Bottom Line: bed bugs know no social and economic bounds; claims to the contrary are false.

BED BUGS DON'T TRANSMIT DISEASE:

There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease carrying pests. Again, claims associating bed bugs with disease are false.





Silver Oak Apartments

IDENTIFYING BED BUGS:

Bed bugs can often be found in, around and between:

- **BEDDING**
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams.
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wall paper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detection.
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And because they shed, it's not uncommon for skin casts to be left behind in areas typically, frequented by bed bugs.

PREVENTING BED BUG ENCOUNTERS WHEN TRAVELING:

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States, is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guest are detected before the decision is made to unpack. Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

BED BUG DO'S AND DON'TS

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bugs infestation have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug free, resident should assume that the reason a seemingly nice-looking leather couch, for example is sitting outside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bugs sightings immediately:**
Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bugs infestation:**





Silver Oak Apartments

ACKNOWLEDGEMENT OF RECEIPT OF FORM HUD-5380, "NOTICE OF RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT" AND FORM HUD-5382 "CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION"

I/We, Davin Terrell, have received a copy of the HUD- 5380 Form and the HUD-5382 Form.

Household adults: Davin Terrell,
Unit: 1281 Brockett Road #16-G

[Signature]
Tenant

1-22-20
Date

Davin Taylor Jr.
Tenant

1/22/20
Date

Tenant

Date

[Signature]
Owner / Agent of Owner

1/22/2020
Date

For Management Only (if necessary): We have attempted to obtain written acknowledgement of the receipt of the HUD-5380 and the HUD-5382, but acknowledgement could not be obtained because:

- ☐ Individual refused to sign
- ☐ Communications barrier prohibited obtaining the acknowledgement
- ☐ An emergency situation prevented us from obtaining acknowledgement
- ☐ Other (Please specify) _____





Silver Oak Apartments

**DISCLOSURE OF INFORMATION
ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

Housing Built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, owners must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Owner's Disclosure (initial)

- ____ (a) Presence of lead-based paint or lead-based paint hazards (Check one below):
- ____ Known lead-based paint and/or lead-based paint hazards are present in the housing
- ____ Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) DT Records and reports available to the Owner.
- ____ Owner has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. (Documents listed below.)

Resident's Acknowledgement (initial)

- ____ (c) Resident has received copies of all the information listed above.
- ____ (d) Resident has received the pamphlet "Protect your family from Lead In Your Home".

Agent's Acknowledgement (initial)

- ____ (e) Agent has informed the Owner and the Owner's obligations under 42 U.S.C 4582 (d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

[Signature]
Tenant

1-22-20
Date

Darin Taylor Jr.
Tenant

1/22/20
Date

Tenant

Date

[Signature]
Tenant

Date

[Signature]
Owner / Agent for Owner

1/22/2020
Date





Silver Oak Apartments

Parking Sticker Assigned: _____

VEHICLE REGISTRATION INFORMATION

Tenant understands the Rules & Regulations for Vehicles and that only one (1) vehicle registered and owned by the Tenant on the Lease are allowed to be parked in the parking areas of the Apartment Community. The Vehicle registered by the Tenant is as follows:

Vehicle _____

Make: _____

Model: _____

Year & Color: _____

License Plate: _____

Owned and Registered to: _____

Tenant understands that a valid parking sticker must be displayed on the windshield of the registered vehicle. *In the case of an accident where you will be driving a car temporarily or given a rental vehicle, please notify the office for a temporary parking sticker.

Tenant also understands that any other vehicles parked by the Tenants in the complex are subject to towing at the Owner's sole expense. Tenant also understands that any vehicle, including registered vehicles that are not operable will be towed at the Owner's sole expense.

Tenant

1-22-20
Date

Tenant

1/22/20
Date

Tenant

Date

Tenant

Owner / Agent for Owner

Date

1/22/2020
Date





Silver Oak Apartments

Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of the traditional and non-traditional, chemical based insecticides and pesticides, poses too great a risk to you and your neighbors.

- **Do comply with eradication protocol:**

If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

JS - en
Tenant

1-22-20
Date

Dani Taylor Jr.
Tenant

1/22/20
Date

Tenant

Date

Sherisa Crooks
Owner / Agent of Owner

1/22/2020
Date





Silver Oak Apartments

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005 LEASE ADDENDUM

TENANT:

Terrell, Davin

UNIT NO. & ADDRESS:

#16-G Clarkston GA Unit G 30021

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

- **Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

- **Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

- **Term of the Lease Addendum**

The effective date of this Lease Addendum is 01/22/2020. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Davin Terrell
Tenant

1-22-20
Date

Davin Taylor Jr.
Tenant

1/22/20
Date

Sharon Cross
Tenant

1/22/2020
Date

Sharon Cross
Owner / Agent of Owner





Silver Oak Apartments

Parking Sticker Assigned: _____

KEY-LESS ENTRY CARD REGISTRATION

Tenant understands that the building key-less entry card(s) assigned to them by Management remain the property of the Owner and must be returned should the residency terminate for any reason. Each Tenant will be issued one (1) building key-less entry card for each occupant over the age of sixteen (16) listed on the Lease agreement. Tenant further understands that these building key-less entry card(s) are for the sole use of those they are registered to.

Tenant: _____

Unit Number: _____

Number of Cards Issued: _____

Card Number: _____

Card Number: _____

Card Number: _____

Card Number: _____

I have read and understand that the building key-less entry card(s) listed above have been issued to me. I also understand that the replacement cost for these building key-less entry cards is twenty-five dollars (\$25.00) per card due and payable before a replacement will be issued.

Tenant _____

Date

Tenant _____

Date

Tenant _____

Date

Tenant _____

Date

Owner / Agent for Owner

Date



TENANT HOUSEHOLD DATA FORM

Current name of housing development: Silver Oaks
 Full name of head of household: Davin Terrell
 Street address: [REDACTED]
 City: Chamblee Zip Code: 30021 Apt # 12-F
 Unit Type: SRO Eff 1BR 2BR 3BR 4BR County: Dekalb
 Initial lease start date (original move-in date) 12 / 1 / 19 Current Lease expiration date: 12 / 1 / 2020
 Total monthly rent charge: \$ 842 Monthly subsidy amount: \$ 0
 Monthly utility allowance: \$ 55 Rent paid by Tenant: \$ 842
 Subsidy Type: None Section 8 Home TBA Other
 Race of the Head of Household: White, not Hispanic Black, not Hispanic Hispanic
Native American Asian/Pacific Islander
 Anticipated gross income of all household members over 18 years of age for the next 12 months, as defined and verified as set forth in the DCA HOME Manual: Total Income \$ [REDACTED]
 1. \$ [REDACTED] 2. \$ 0 3. \$ 0 4. \$ 0
 Total number of persons in the household, including the head of household: 4
 List all household members by their ages. (Relationship to head of household should be listed as spouse, son, daughter, mother, grandson, nephew, etc. If a person is unrelated to head, enter "unrelated").

Name and Relation to head of household	Age
1. <u>Davin Terrell - Head of household</u>	<u>30</u>
2. <u>[REDACTED]</u>	<u>10</u>
3. <u>[REDACTED]</u>	<u>7</u>
4. <u>Devin Taylor Jr. - friend</u>	<u>22</u>
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

 Are all members of your household full-time students or has been a FT student 5 out of the last 12 months? Y / N
Certification of Legal Residency in the United States
 1. Individual. (Check one) I certify that I am:
☒ a citizen or national of the United States.
☐ an alien lawfully present in the United States.
 2. Family. (Check all that apply) I certify that there are persons in my household and that:
☒ are citizens or nationals of the United States and
☐ are aliens lawfully present in the United States.
 Will any household members need special accommodations due to a handicap or disability? Y / N
 Are there any pets in the home? No Number of pets _____ Type/Breed _____ Weight _____
 Type/Breed _____ Weight _____
 By signing this form, I certify that I understand all of the questions on this form and that all of my answers are true and correct to the best of my knowledge.
 Signed: [Signature] Date: 10 / 9 / 19
 Head of Tenant Household
WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to willfully falsify a material fact or make a false statement in any matter within the jurisdiction of the federal agency. Household anticipated income as stated above has been verified

Calculation Worksheet

Property Name Silver oak Resident Name Terrell
 Unit Number 42-F 16-G

EMPLOYMENT INCOME BY EMPLOYMENT VERIFICATION						
Hourly/Salary Calculations				YTD Calculations		
Employer					Total Income	
Rate of pay					Beginning Date	
Type of pay					Ending Date	
Frequency					Total Weeks	0.00
Units per period					Income/Week	\$0.00
Periods per year					Weeks/Year	
Annual Income	\$0.00	\$0.00	\$0.00	\$0.00	Annual Income	\$0.00

EMPLOYMENT INCOME BY PAYSTUBS						
Paystub Calculations				YTD Calculations		TIC Income
Pay End Date	Gross Pay	(Paystubs are considered third party employment verification.)		Total Income	\$	Higher of the paystubs and YTD populates below. If using VOE, take into account the info above.
10/18/2019	\$1,360.00			Beginning Date	1/9/19/1/2019	
10/4/2019	\$1,385.50	Pay Frequency	bi-weekly	Ending Date	10/18/2019	
9/20/2019	\$1,360.00	Total of Pays	\$8,274.75	Total Weeks		
9/6/2019	\$1,360.00	Average Pay	\$1,379.13	Income/Week		
8/23/2019	\$1,449.25	# Pay Periods	26	Weeks/Year	52	
8/9/2019	\$1,360.00	Annual Income	\$35,857.25	Annual Income		

OTHER INCOME VERIFICATIONS						
Income Source						
Income Type						
Payment Rate						
Frequency						
Units Per Year						
Annual Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

ASSET INCOME						
Asset Type	Savings	Checking				
Cash Value						
Interest Rate						
Annual Income			\$0.00	\$0.00	\$0.00	\$0.00

ASSETS: OVER \$5000					
Checking Account		Checking Account		Real Estate	
Statement Date	Ending Balance	Statement Date	Ending Balance		
				Owner	
				Address	
				Address	
				Market Value	
				Cost to Sell	
				Mortgage Owed	
Average Balance	#DIV/0!	Average Balance	#DIV/0!	Cash Value	\$0.00

TWG Rental Application

Please complete all sections. If items do not apply, mark "N/A" for not applicable. All adults must complete their own application.

PERSONAL INFORMATION

Full Name of Applicant <u>Devin Terrell</u>	Date of Birth <u>1989</u>	Age <u>30</u>	Social Security # [REDACTED]	Gender (Circle One) <u>(Male)</u> Female		
Marital Status: (check one) <input checked="" type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Separated <input type="checkbox"/> Divorced (# of times <u> </u>)						
Driver's License # [REDACTED]	State Issued <u>GA</u>	Phone Number <u>470-658-6005</u>	Email Address <u>[REDACTED]@icloud.com</u>			
Race: (check all that apply) <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black/African American <input type="checkbox"/> White <input type="checkbox"/> Native Hawaiian/Other Pacific Islander <input type="checkbox"/> Other multi-race <input type="checkbox"/> Prefer not to answer						
Ethnicity (check one box) <input type="checkbox"/> Hispanic <input checked="" type="checkbox"/> Not-Hispanic <input type="checkbox"/> Prefer not to answer						
Are you a student? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes: <input type="checkbox"/> Part Time <input type="checkbox"/> Full Time School Name: <u> </u>						
List all others who will be occupying the apartment:						
Full Name [REDACTED]	Date of Birth [REDACTED]	Relationship <u>bro</u>	Social Security # [REDACTED]	Gender <u>M</u>	Employed Y or <u>N</u>	Student <u>Y</u> or N
Full Name [REDACTED]	Date of Birth [REDACTED]	Relationship <u>Daughter</u>	Social Security # [REDACTED]	Gender <u>F</u>	Employed Y or <u>N</u>	Student <u>Y</u> or N
Full Name <u>Devin Taylor Jr.</u>	Date of Birth <u>3/26/1997</u>	Relationship <u>friend</u>	Social Security # [REDACTED]	Gender <u>M</u>	Employed Y or <u>N</u>	Student <u>Y</u> or N
Full Name [REDACTED]	Date of Birth [REDACTED]	Relationship <u> </u>	Social Security # [REDACTED]	Gender <u> </u>	Employed Y or N	Student Y or N
Full Name [REDACTED]	Date of Birth [REDACTED]	Relationship <u> </u>	Social Security # [REDACTED]	Gender <u> </u>	Employed Y or N	Student Y or N
Full Name [REDACTED]	Date of Birth [REDACTED]	Relationship <u> </u>	Social Security # [REDACTED]	Gender <u> </u>	Employed Y or N	Student Y or N
Full Name [REDACTED]	Date of Birth [REDACTED]	Relationship <u> </u>	Social Security # [REDACTED]	Gender <u> </u>	Employed Y or N	Student Y or N

HOUSING INFORMATION

MUST LIST 2 YEARS OF CONTINUOUS HISTORY.
If additional space is needed, please attach a separate page.

Applicant's PRESENT Street Address [REDACTED]	City <u>Clarkston</u>	State <u>GA</u>	Zip <u>30021</u>	Dates of Residency (month/yr - month/yr) <u>4/1/16 - Present</u>
Present Landlord/Mortgage Company <u>TWG</u>	Landlord/Mortgage Company Phone # <u>770-716-5717</u>	Monthly Rent or Mortgage Amount \$ <u>[REDACTED]</u>	Residency Status: <input type="checkbox"/> Own Home <input checked="" type="checkbox"/> Apartment <input type="checkbox"/> Leased Home <input type="checkbox"/> Other:	
Landlord/Mortgage Company Address [REDACTED]	City <u>Clarkston</u>	State <u>GA</u>	Zip <u>30021</u>	Is landlord a relative? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is your lease in any other name? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide name and explain:				If yes, list relationship:
Applicant's PRIOR Street Address [REDACTED]				What is your reason for moving?
Prior Landlord/Mortgage Company <u>Granda Luxe</u>	Landlord/Mortgage Company Phone # <u>770-212-3376</u>	Monthly Rent or Mortgage Amount \$ <u>[REDACTED]</u>	Residency Status: <input type="checkbox"/> Owned Home <input checked="" type="checkbox"/> Apartment <input type="checkbox"/> Leased Home <input type="checkbox"/> Other:	
Landlord/Mortgage Company Address [REDACTED]	City <u>Norcross</u>	State <u>GA</u>	Zip <u>30093</u>	Dates of Residency (month/yr - month/yr) <u>2/1/13 - 3/31/16</u>
Was your lease in any other name? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide name and explain:				If yes, list relationship:
What was your reason for moving? <u>space</u>				

EMPLOYMENT INFORMATION					
Applicant's PRESENT Employer TWG			If you are not currently employed, complete N/A for present employer.		
Employer's Phone # 7-776-5717	Employer's Fax # N/A	Present Employer's Address 1281 Brackett Rd	City, State, Zip Clarkston, GA 30021		
Supervisor's Name and Title a white Pm		Position/Job Title Maint. Tech	Hourly Wage \$ [REDACTED]	Dates of Employment 1/9/19 - Present	
Applicant's PREVIOUS Employer Sunshine Window Cleaning		Supervisor's Email Address a.white@twadex.com		Is this job seasonal or temporary? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Employer's Phone # N/A	Employer's Fax # N/A	Previous Employer's Address 505 Cobb Industrial	City, State, Zip Marietta, GA		
Supervisor's Name and Title N/A		Position/Job Title Crew leader	Hourly Wage \$ [REDACTED]	Dates of Employment 2016-2018	
		Supervisor's Email Address N/A		Reason for leaving this job: Started HVAC School	

OCCUPANCY REQUIREMENTS AND OTHER REQUIRED INFORMATION	
Number of Bedrooms Needed: 2	Date apartment needed:
How did you hear about us?	Do you receive Section 8? Y or N <input checked="" type="checkbox"/> N
Do you expect any additions to your household within the next 12 months? Explain:	Caseworker:
Are there any absent household members who would live with you under normal conditions? Explain:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does anyone in your household have special needs? Explain:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does your household have or anticipate having any pets other than those used as a service animal? Explain:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does an adult of this household have primary physical custody of every child listed on the application? Explain:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever been evicted or asked to move from a rental unit of any type? Explain:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Have you or any one else on this application broken a rental agreement or lease contract? Explain:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you or any one else on this application had legal action taken against you for nonpayment of a bill or for property damages? Explain:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you or anyone else on this application filed for bankruptcy? Explain:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you or any household member ever been convicted of a felony? Explain:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you or any household member been arrested/convicted of a drug related crime? Explain:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MISCELLANEOUS INFORMATION					
Emergency Contacts					
Name: Derna Dn [REDACTED]	Address:		Phone #: 7-292-918	Relationship: Mother	
Name:	Address:		Phone #:	Relationship:	
In the event of serious illness or death of resident, the above persons <input type="checkbox"/> MAY or <input type="checkbox"/> MAY NOT enter, remove, and/or store all contents found in the dwelling, common areas, or mailbox.					
Please list below the automobiles you will keep at this property.					
Make	Model	Year	Color	License # and State	Do you have a pet? (management approval required) <input type="checkbox"/> Yes <input type="checkbox"/> No
					Number of Pets:
					Description of Pets: (include height and weight)

APPLICATION FEE AND SIGNATURE CLAUSE

Applicant has submitted the sum of \$ 0 which is a non-refundable payment for a credit and processing charge, receipt of which is acknowledged by Management. Such sum is not a rental payment. In the event this application is disapproved by Management or cancelled by the applicant, this sum will be retained by Management to cover the cost of processing the application as furnished by the applicant. This application, along with an applicant questionnaire completed by each adult in the household, must be completed in total and signed before it will be processed by Management.

I certify that answers given herein are true and complete to the best of my knowledge. I authorize verification or investigation of all statements contained in this application via consumer credit reports, rental history reports, criminal history reports and other means. Such authorization does not require the owner or its agents to make verifications or investigations. Failure to answer any of the above inquires shall entitle owner to reject this application. False information given above shall entitle owner to (1) reject this application, (2) retain the application fee(s) and deposit(s) as liquidated damages for owner's time and expenses of processing this application, and (3) terminate resident's right of occupancy. Owner reserves the right to regularly and routinely furnish information to consumer reporting agencies about performance of lease obligations by residents. Such information may be reported at any time and may include both favorable and unfavorable information regarding a resident's compliance with the lease, rules, and financial obligations. Owner and/or Property Manager have no duty to provide emergency care or give notice of emergency to any person and shall not be liable to applicant, Resident, any occupant, or any guest for failure to do so.

You have applied to live in an apartment that is governed by the Low Income Housing Tax Credit program. This program requires us to certify all of your income, asset, and eligibility information as part of determining your household's eligibility. Program requirements state we must verify each income and asset source as well as other claims of eligibility. We must determine this prior to granting your eligibility, and if such eligibility is granted, each subsequent year you remain in the unit.

Management has reviewed documentation, including but not limited to: Driver's License, Social Security ID, etc., to form a reasonable belief that the identity of the applicant is the same to whom the credit report pertains to the best of management's knowledge.

Management Initials: TC

THIS APPLICATION IS NOT A RENTAL AGREEMENT, CONTRACT, OR LEASE. ALL APPLICATIONS ARE SUBJECT TO THE APPROVAL OF THE OWNER OR MANAGING AGENT.

[Signature]
Signature of Applicant

10-9-19
Date

[Signature]
Signature of Management

10/9/19
Date



We encourage and support the nation's affirmative housing program in which there are no barriers to obtaining housing because of race, color, religion, sex, national origin, handicap, or familial status.



COVER SHEET / FAX TRANS.

AUTHORIZATION TO RELEASE INFORMATION

Date: _____

Number of pages including cover sheet: _____

To be completed by property management office:

The undersigned individual(s) has applied for residency at _____ . The property is operated under federal affordable housing regulations, which require that we obtain written confirmation of the eligibility of all applicants and household members. In order to comply with federal regulations, please complete the following form in full and return it to the sender at your earliest convenience.

Verifications and inquiries that may be requested include, but are not limited to:

Credit and Criminal Activity	Identity and Marital Status	Previous Residences and Rental Activity
Employment, Income, and Assets	Medical Allowances	Student Status

The groups or individuals that may be asked to release/verify the above information (depending on program requirements) include, but are not limited to:

Courts and Post Offices	Past and Present Employers	Utility Companies
Law Enforcement Agencies	State Unemployment Agencies	Credit Providers and Bureaus
Medical Providers	Veterans Administration	Welfare Agencies
Retirement Systems	Social Security Administration	Internal Revenue Service
Banks and Other Financial Institutions	Previous Landlords (Including PHA's)	

To be completed by applicant/resident

I/we agree that a photocopy of this authorization may be used for the purposes stated above. The original signed copy of this authorization is on file in the management office and will stay in effect for two years from the date signed. I/we understand that I/we have a right to review my/our file and correct any information that can be proven incorrect. The undersigned hereby authorizes the release of any information requested in order to determine my/our eligibility for the federal affordable housing program.

Applicant/Resident Name (Printed):	DAVID TERRELL
Last 4 Digits of Social Security Number:	[REDACTED]
Authorizing Signature:	[Signature]
Co-Applicant/Co-Resident Name (Printed):	
Last 4 Digits of Social Security Number:	
Authorizing Signature:	
Co-Applicant/Co-Resident Name (Printed):	
Last 4 Digits of Social Security Number:	
Authorizing Signature:	
Co-Applicant/Co-Resident Name (Printed):	
Last 4 Digits of Social Security Number:	
Authorizing Signature:	



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Revised 2/1/15

TENANT INCOME CERTIFICATION QUESTIONNAIRE		
(*NOTE: A separate questionnaire must be completed by each adult member of the household)		
NAME: <u>DAVID TERRY</u>		
<input checked="" type="checkbox"/> Initial Certification <input type="checkbox"/> Recertification <input type="checkbox"/> Addition of Household Member		
YES	NO	
1. <input type="checkbox"/>	<input checked="" type="checkbox"/>	I receive Section 8 rental assistance. If yes, list the housing authority below.
		Amount of monthly rental assistance \$ _____
INCOME INFORMATION		
Include all income sources, including unearned income of minors.		
YES	NO	
2. <input type="checkbox"/>	<input checked="" type="checkbox"/>	I am self employed. (List nature of self employment)
3. <input checked="" type="checkbox"/>	<input type="checkbox"/>	I have a job and receive wages, salary, overtime pay, commissions, fees, tips, bonuses, and/or other compensation. List the businesses and/or companies that pay you:
		MONTHLY GROSS INCOME (use net income from business)
		\$ _____
		Name of Employer
		1) <u>TWO</u>
		2) _____
		3) _____
4. <input type="checkbox"/>	<input checked="" type="checkbox"/>	I receive cash contributions of gifts including rent or utility payments, on an ongoing basis from persons not living with me.
5. <input type="checkbox"/>	<input checked="" type="checkbox"/>	I receive unemployment benefits.
6. <input type="checkbox"/>	<input checked="" type="checkbox"/>	I receive Veteran's Administration, GI Bill, or National Guard/Military benefits/income.
7. <input type="checkbox"/>	<input checked="" type="checkbox"/>	I receive periodic social security payments.
8. <input type="checkbox"/>	<input checked="" type="checkbox"/>	The household receives <u>unearned</u> income from family members age 17 or under (example: Social Security, Trust Fund disbursements, etc.).
9. <input type="checkbox"/>	<input checked="" type="checkbox"/>	I receive Supplemental Security Income (SSI).
10. <input type="checkbox"/>	<input checked="" type="checkbox"/>	I receive disability or death benefits other than Social Security.
11. <input type="checkbox"/>	<input checked="" type="checkbox"/>	I receive Public Assistance Income (examples: TANF, AFDC)
12. <input type="checkbox"/>	<input checked="" type="checkbox"/>	DO NOT INCLUDE FOOD STAMPS
13. <input type="checkbox"/>	<input checked="" type="checkbox"/>	I am entitled to receive child support payments through court order or other agreement.
14. <input type="checkbox"/>	<input checked="" type="checkbox"/>	If yes, how many orders/agreements do you have? _____
15. <input type="checkbox"/>	<input checked="" type="checkbox"/>	If yes, from how many persons do you receive support? _____
16. <input type="checkbox"/>	<input checked="" type="checkbox"/>	I am entitled to receive alimony/spousal maintenance payments
17. <input type="checkbox"/>	<input checked="" type="checkbox"/>	I receive periodic payments from trusts, annuities, inheritance, retirement funds or pensions, insurance policies, or lottery winnings.
18. <input type="checkbox"/>	<input checked="" type="checkbox"/>	If yes, list sources:
19. <input type="checkbox"/>	<input checked="" type="checkbox"/>	1) _____
20. <input type="checkbox"/>	<input checked="" type="checkbox"/>	2) _____
21. <input type="checkbox"/>	<input checked="" type="checkbox"/>	I receive income from real or personal property.
22. <input type="checkbox"/>	<input checked="" type="checkbox"/>	I receive student financial assistance (grants, scholarships, etc.) not including loans
23. <input type="checkbox"/>	<input checked="" type="checkbox"/>	*NOTE: Count as income only if household receives Section 8 rental assistance.
24. <input type="checkbox"/>	<input checked="" type="checkbox"/>	I am claiming zero income.
		(use net earned income)
		\$ _____
		\$ _____ per semester

Revised 2/1/15

ASSET INFORMATION

Include all asset sources, including assets of minors.

YES	NO		INTEREST RATE	CASH VALUE
<input checked="" type="checkbox"/>	<input type="checkbox"/>	I have a checking account(s). # of accounts held _____ If yes, list bank(s) 1) <u>Navy Federal</u> 2) _____ 3) _____	<u>0</u> % ____ % ____ %	6 MONTH AVERAGE BALANCE \$ _____ \$ _____ \$ _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	I have a savings account(s). # of accounts held _____ If yes, list bank(s) 1) <u>Navy Federal</u> 2) _____ 3) _____	<u>4.0</u> % ____ % ____ %	CURRENT BALANCE \$ _____ \$ _____ \$ _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	I have a debit card or paycard for direct deposit of benefits. # of cards held _____ <u>1 Navy Federal</u> 2) _____ 3) _____	____ % ____ % ____ %	CURRENT BALANCE \$ _____ \$ _____ \$ _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	I have a revocable trust(s) If yes, list bank(s) 1) _____	____ %	\$ _____ \$ _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	I own real estate. If yes, provide description: I intend to: <input type="checkbox"/> Keep <input type="checkbox"/> Sell <input type="checkbox"/> Rent <input type="checkbox"/> Give Away <input type="checkbox"/> Foreclose	____ %	\$ _____ \$ _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	I own stocks, bonds, or Treasury Bills If yes, list sources/bank names 1) _____ 2) _____ 3) _____	____ % ____ % ____ %	\$ _____ \$ _____ \$ _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	I have Certificates of Deposit (CD) or Money Market Account(s). # of accounts held _____ If yes, list sources/bank names 1) _____ 2) _____ 3) _____	____ % ____ % ____ %	\$ _____ \$ _____ \$ _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	I have an IRA/Lump Sum Pension/Keogh Account/401K. If yes, list bank(s) 1) _____ 2) _____	____ % ____ %	\$ _____ \$ _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	I have a whole life insurance policy. If yes, name of insurance company _____ If yes, how many policies _____	____ % ____ %	\$ _____ \$ _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	I have cash on hand.		\$ _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	I have disposed of assets (i.e. gave away money/assets) for less than fair market value in the past 2 years. If yes, list items and date disposed: 1) _____ 2) _____		\$ _____ \$ _____ \$ _____

Revised 2/1/15

29. <input checked="" type="checkbox"/>	I have a safe deposit box at a financial institution. Name of institution: _____ Contents: _____ _____ _____		\$ _____
30. <input checked="" type="checkbox"/>	I have other personal property held as an investment, other income from assets or sources other than those listed above. If yes, list type below: 1) _____ 2) _____	_____ % _____ %	\$ _____ \$ _____

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE INFORMATION PRESENTED ON THIS FORM IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. THE UNDERSIGNED FURTHER UNDERSTANDS THAT PROVIDING FALSE REPRESENTATIONS HEREIN CONSTITUTES AN ACT OF FRAUD. FALSE, MISLEADING OR INCOMPLETE INFORMATION WILL RESULT IN THE DENIAL OF APPLICATION OR TERMINATION OF THE LEASE AGREEMENT.

PRINTED NAME OF APPLICANT/TENANT

SIGNATURE OF APPLICANT/TENANT

DATE



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TENANT INCOME CERTIFICATION



Initial Certification



Recertification



Other _____

Effective Date: 01/22/2020
 Move-in Date: 01/22/2020
 (MM/DD/YYYY)

PART I - DEVELOPMENT DATA

Property Name: Silver Oak Apartments County: DeKalb BIN #: GA-18-50916
 Address: [REDACTED] 16-G Clarkston GA 30021 Unit: 16-G # Bedrooms: 2

PART II. HOUSEHOLD COMPOSITION

HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YYYY)	F/T Student (Y or N)	Social Security or Alien Reg. No
1	Terrell	Davin	HEAD	03/05/1989	No	[REDACTED]
2	Taylor Jr.	Devin	A - Adult co-tenant	03/26/1997	No	[REDACTED]
3	[REDACTED]	[REDACTED]	C - Child	[REDACTED]	Yes	[REDACTED]
4	[REDACTED]	[REDACTED]	C - Child	[REDACTED]	Yes	[REDACTED]

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)

HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income
1	[REDACTED]	0.00	0.00	0.00
TOTALS	\$ [REDACTED]	\$ 0.00	\$ 0.00	\$ 0.00

Add totals from (A) through (D), above

TOTAL INCOME (E):

\$ [REDACTED]

PART IV. INCOME FROM ASSETS

Hshld Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset
1	Savings account - Navy Federal	C	[REDACTED]	[REDACTED]
1	Checking account - Navy Federal	C	[REDACTED]	[REDACTED]
Enter Column (H) Total		TOTALS:	\$ [REDACTED]	
If over \$5000		Passbook Rate		
		X 0.06% = (J) Imputed Income		\$ 0.00
Enter the greater of the total of column I, or J: imputed income		TOTAL INCOME FROM ASSETS (K)		\$ 0.12
		(L) Total Annual Household Income from all Sources [Add (E) + (K)]		\$ [REDACTED]

HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/We have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/We agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/We agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/We certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

[Signature]
 Signature

1-22-20
 (Date)

 Signature (Date)

Davin Taylor Jr.
 Signature

1/22/20
 (Date)

 Signature (Date)

PART V. DETERMINATION OF INCOME ELIGIBILITY

TOTAL ANNUAL HOUSEHOLD INCOME
FROM ALL SOURCES:
From item (L) on page 1

\$ [REDACTED]

Household Meets
Income Restriction
at:

60% ☐ 50% ☒ 40% ☐ 30% ☐

RECERTIFICATION ONLY:

Current Income Limit x 140%:

\$ [REDACTED]

Household Income exceeds 140% at
recertification:

☐ Yes ☐ No

Current Income Limit per Family Size:

\$ [REDACTED]

Household Income at Move-in:

Household Size at Move-in:

PART VI. RENT

Tenant Paid Rent

\$ [REDACTED]

Rent Assistance:

\$ 0.00

Utility Allowance

\$ [REDACTED]

Other non-optional charges:

\$ 0.00

GROSS RENT FOR UNIT:
(Tenant paid rent plus Utility Allowance &
other non-optional charges)

\$ [REDACTED]

Unit Meets Rent Restriction at:

☐ 60% ☒ 50% ☐ 40% ☐ 30% ☐ %

Maximum Rent Limit for this unit:

\$ [REDACTED]

PART VII. STUDENT STATUS

ARE ALL OCCUPANTS FULL TIME STUDENTS?

☐ Yes

☒ No

If yes, Enter student explanation*
(also attach documentation)

Enter
1-5

*Student Explanation:

- 1 TANF assistance
- 2 Job Training Program
- 3 Single parent/dependent child
- 4 Married/joint return
- 5 Previous foster care

PART VIII. PROGRAM TYPE

Mark the program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification.

a. Tax Credit

☒

b. HOME

☐

c. Tax Exempt

☐

d. AHDP

☐

e.

☐

See Part V above

Income Status

☐ ≤ 50% AMGI
☐ ≤ 60% AMGI
☐ ≤ 80% AMGI
☐ O I**

Income Status

☐ 50% AMGI
☐ 60% AMGI
☐ 80% AMGI
☐ O I**

Income Status

☐ 50% AMGI
☐ 80% AMGI
☐ O I**

(Name of Program)

Income Status

☐ ☐ ☐
☐ O I**

** Upon recertification, household was determined over-income (OI) according to eligibility requirements of the program(s) marked above.

SIGNATURE OF OWNER/REPRESENTATIVE

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable) to live in a unit in this Project.

SIGNATURE OF OWNER/REPRESENTATIVE

DATE

TWG Management LLC
 333N Pennsylvania St
 Suite 100
 Indianapolis, IN 46204

Direct Deposit Advice



Check Date
 October 25, 2019

Voucher Number

DIRECT DEPOSIT VOUCHER

Direct Deposits Type

Account

Amount

NAVY C
 FEDERAL
 CREDIT
 Total Direct Deposits

David Terrell

Clarkston, GA 30021

Non Negotiable - This is not a check - Non Negotiable

David Terrell

TWG Management LLC

Employee ID
 Location
 Hourly

Fed Taxable Income
 Fed Filing Status
 State Filing Status

Check Date October 25, 2019
 Period Beginning October 5, 2019
 Period Ending October 18, 2019

Earnings Statement

Voucher Number
 Net Pay

Earnings	Rate	Hours	Amount	YTD
401K MAT				
HOLIDAY				
OVERTIME				
Paid Time				
REGULAR				
Gross Earnings				

Taxes	Amount	YTD
FITW		
GA		
MED		
SS		
Taxes		

Deductions	Amount	YTD
401K		
CHILD SUPT - EFT		
LIFE INS		
Short Term Dis-Post		
Deductions		

Direct Deposits Type	Account	Amount
NAVY C		
FEDERAL		
CREDIT		
UNION		
Total Direct Deposits		1,196.19

Time Off Used Available
 PTO Full

TWG Management LLC
 333N Pennsylvania St
 Suite 100
 Indianapolis, IN 46204

Direct Deposit Advice



Check Date
 October 11, 2019

Voucher Number

DIRECT DEPOSIT VOUCHER

Direct Deposits	Type	Account	Amount
NAVY	C		
FEDERAL			
CREDIT			
Total Direct Deposits			

Davin Terrell
 Clarkston, GA 30021

Non Negotiable - This is not a check - Non Negotiable

Davin Terrell

TWG Management LLC

Employee ID
 Location
 Hourly

Fed Taxable Income
 Fed Filing Status
 State Filing Status

Check Date
 Period Beginning
 Period Ending

October 11, 2019
 September 21, 2019
 October 4, 2019

Earnings Statement
 Voucher Number
 Net Pay

Earnings	Rate	Hours	Amount	YTD
401K MAT				
HOLIDAY				
OVERTIME				
Paid Time				
REGULAR				
Gross Earnings				

Taxes	Amount	YTD
FITW		
GA		
MED		
SS		
Taxes		

Deductions	Amount	YTD
401K		
CHILD SUPT - EFT		
LIFE INS		
Short Term Dis-Post		
Deductions		

Direct Deposits	Type	Account	Amount
NAVY	C		
FEDERAL			
CREDIT			
UNION			
Total Direct Deposits			

Time Off
 PTO Full

Used Available

TWG Management LLC
 333N Pennsylvania St
 Suite 100
 Indianapolis, IN 46204

Direct Deposit Advice



Check Date
 September 27, 2019

Voucher Number

DIRECT DEPOSIT VOUCHER

Direct Deposits	Type	Account	Amount
NAVY	C		
FEDERAL			
CREDIT			
Total Direct Deposits			

Davin Terrell

Clarkston, GA 30021

Non Negotiable - This is not a check - Non Negotiable

Davin Terrell

TWG Management LLC

Employee ID
 Location
 Hourly

Fed Taxable Income
 Fed Filing Status
 State Filing Status

Check Date September 27, 2019
 Period Beginning September 7, 2019
 Period Ending September 28, 2019

Earnings Statement

Voucher Number
 Net Pay

Earnings	Rate	Hours	Amount	YTD
401K MAT				
HOLIDAY				
OVERTIME				
Paid Time				
REGULAR				
Gross Earnings				
Taxes			Amount	YTD
FITW				
GA				
MED				
SS				
Taxes				

Deductions	Amount	YTD
401K		
CHILD SUPT - EFT		
LIFE INS		
Short Term Dis-Post		
Deductions		
Direct Deposits	Type	Account
NAVY	C	
FEDERAL		
CREDIT		
UNION		
Total Direct Deposits		
Time Off	Used	Availabl
PTO Full		

TWG Management LLC
 333N Pennsylvania St
 Suite 100
 Indianapolis, IN 46204

Direct Deposit Advice



Check Date
 September 13, 2019

Voucher Number

DIRECT DEPOSIT VOUCHER

Direct Deposits Type

Account

Amount

NAVY C
 FEDERAL
 CREDIT
 Total Direct Deposits

Davin Terrell

Clarkston, GA 30021

Non Negotiable - This is not a check - Non Negotiable

Davin Terrell

TWG Management LLC

Employee ID
 Location
 Hourly

Fed Taxable Income
 Fed Filing Status
 State Filing Status

Check Date September 13, 2019
 Period Beginning August 24, 2019
 Period Ending September 6, 2019

Earnings Statement
 Voucher Number
 Net Pay

Earnings
 401K MAT
 HOLIDAY
 OVERTIME
 Paid Time
 REGULAR
 Gross Earnings

Rate

Hours

Amount

YTD

Deductions

401K
 CHILD SUPT - EFT
 LIFE INS
 Short Term Dis-Post
 Deductions

Amount

YTD

Taxes

FITW
 GA
 MED
 SS
 Taxes

Amount

YTD

Direct Deposits Type

NAVY C
 FEDERAL
 CREDIT
 UNION
 Total Direct Deposits

Account

Amount

Time Off
 PTO Full

Used Available

TWG Management LLC
 333N Pennsylvania St
 Suite 100
 Indianapolis, IN 46204

Direct Deposit Advice



Check Date
 August 30, 2019

Voucher Number

DIRECT DEPOSIT VOUCHER

Direct Deposits Type

Account

Amount

NAVY C
 FEDERAL
 CREDIT

Total Direct Deposits

€

Davin Terrell

Clarkston, GA 30021

Non Negotiable - This is not a check - Non Negotiable

Davin Terrell

TWG Management LLC

Employee ID
 Location
 Hourly

Fed Taxable Income
 Fed Filing Status
 State Filing Status

Check Date August 30, 2019
 Period Beginning August 10, 2019
 Period Ending August 23, 2019

Earnings Statement
 Voucher Number
 Net Pay

Earnings

401K MAT
 HOLIDAY
 OVERTIME
 Paid Time
 REGULAR
 Gross Earnings

Rate

Hours

Amount

YTD

Deductions

401K
 CHILD SUPT - EFT
 LIFE INS
 Short Term Dis-Post
 Deductions

Amount

YTD

Taxes

FITW
 GA
 MED
 SS
 Taxes

Amount

YTD

Direct Deposits Type

NAVY C
 FEDERAL
 CREDIT
 UNION

Account

Amount

Total Direct Deposits

Time Off Used Available
 PTO Full

TWG Management LLC
 333N Pennsylvania St
 Suite 100
 Indianapolis, IN 46204

Direct Deposit Advice



Check Date
 August 16, 2019

Voucher Number

DIRECT DEPOSIT VOUCHER

Direct Deposits	Type	Account	Amount
NAVY	C		
FEDERAL			
CREDIT			
Total Direct Deposits			

Davin Terrell
 Clarkston, GA 30021

Non Negotiable - This is not a check - Non Negotiable

Davin Terrell

TWG Management LLC

Employee ID
 Location
 Hourly

Fed Taxable Income
 Fed Filing Status
 State Filing Status

Check Date August 16, 2019
 Period Beginning July 27, 2019
 Period Ending August 9, 2019

Earnings Statement
 Voucher Number
 Net Pay

Earnings	Rate	Hours	Amount	YTD
401K MAT				
HOLIDAY				
OVERTIME				
Paid Time				
REGULAR				
Gross Earnings				
Taxes			Amount	YTD
FITW				
GA				
MED				
SS				
Taxes				

Deductions	Amount	YTD
401K		
CHILD SUPT - EFT		
LIFE INS		
Short Term Dis-Post		
Deductions		
Direct Deposits	Account	Amount
NAVY		
FEDERAL		
CREDIT		
UNION		
Total Direct Deposits		

Time Off
 PTO Full

401k Account Asset Declaration

To be completed by all applicants/residents who have a 401k account.

Applicant's Name: Davin Terrell Unit #: 12-F

I have made an application to rent in a community that has a program that requires I disclose all of my income and assets in order to determine household eligibility. I hereby declare that (check one):

Note:

When the applicant is not currently employed OR the 401k account is not held by the current employer, the 401K account needs to be included as an asset. If the total value of all assets exceeds \$5,000 OR the property has BOND/HOME, the account value and asset income will need to be third party verified.

Employed Under 59 1/2 Years Old:

- ☒ I am under the age of 59 ½ years old, my 401K is part of my current employment benefits, such is currently being held by my employer, and I (check one below)

☒ Do not have access to the funds without having to repay amounts withdrawn.

☐ Do have access to funds without having to repay amounts withdrawn.

Employed Over 59 1/2 Years Old:

- ☐ I am over the age of 59 ½ years old, my 401K is part of my benefits with my current employer, and I (check one below)
- ☐ I cannot access funds in my 401k account without retiring or terminating employment. (Use "Investment Account 401K, IRA, Other Asset Verification" form to verify accessibility with the third-party)
- ☐ I am able to access funds in my 401k account prior to retiring or terminating employment, but any funds withdrawn are in the form of a loan and must be repaid. (Use "Investment Account 401K, IRA, Other Asset Verification" form to verify accessibility with the third-party)
- ☐ I am able to access funds in my 401k account prior to retiring or terminating employment. (Please provide documentation of value of asset, so such can be counted for eligibility purposes)
- ☐ Other _____

Under penalty of perjury I hereby certify that all the above information is correct, and that I understand that failure to provide accurate information will result in denial of my application or immediate termination of my lease agreement. Furthermore, I understand that the community for which application is being made is financed through a program governed by the Internal Revenue Services wherein qualification for occupancy requires that certain income and assets be included and verified.

Applicant's Signature: Davin Terrell Date: 1/2/25

Printed Name: Davin Terrell

CERTIFICATE OF VITAL RECORD

VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW

STATE OF GEORGIA CERTIFICATE OF LIVE BIRTH			Death Number	Local File Number	1 State File Number
2 CHILD'S NAME FIRST MIDDLE LAST			5 SEX (M or F)	7 DATE OF BIRTH (Mo., Day, Year)	
[REDACTED]			6 SEX (M or F) FEMALE	[REDACTED]	
4 TIME OF BIRTH 06:37 AM	9 THIS BIRTH (Single, Twin, Triplet, Etc.) SINGLE		10 IF NOT SINGLE SPECIFY BIRTH ORDER		
11 CITY, TOWN, OR LOCATION OF BIRTH ATLANTA			12 HOSPITAL FACILITY NAME (If not Hospital give street and Number) GRADY HEALTH SYSTEM		
13 IF NOT HOSPITAL Specify HOSPITAL			14 COUNTY OF BIRTH FULTON		
15 MOTHER'S NAME FIRST MIDDLE LAST RODRIGO GUADALUPE SOTO-MANZO		16 MOTHER (Last Name) SOTO-MANZO			
18 DATE OF BIRTH (Month, Day, Year) [REDACTED]	20 STATE OF BIRTH (If not U.S.A. Name Country) GEORGIA	21 RESIDENCE - STATE GEORGIA	22 COUNTY DEKALB		
23 CITY, TOWN, OR LOCATION TUCKER		24 STREET AND NUMBER OF RESIDENCE [REDACTED] PT J			
25 MOTHER'S MAILING ADDRESS [REDACTED] PT J TUCKER GEORGIA 30084		26 RESIDENCE INSIDE CITY LIMITS? (Yes or No) YES			
27 FATHER'S NAME FIRST MIDDLE LAST JR. ETC DAVIN REBHON TERRELL	28 DATE OF BIRTH (Mo., Day, Year) [REDACTED]	29 STATE OF BIRTH (If not U.S.A. Name Country) GEORGIA			
30a INFORMANT'S NAME (Type or Print) RODRIGO GUADALUPE SOTO-MANZO	30b RELATION TO CHILD MOTHER	31 PARENTS AUTHORIZE RELEASE OF INFORMATION TO SOCIAL SECURITY ADMINISTRATION TO ISSUE THIS CHILD A SOCIAL SECURITY NUMBER (Yes or No) YES			
34 I CERTIFY THAT THE ABOVE NAMED CHILD WAS BORN ALIVE AT THE PLACE AND TIME AND ON THE DATE STATED ABOVE. (Signature) Electronically signed by KEISHAUNTE REVERE		35 DATE SIGNED (Mo., Day, Year) 11/20/2011	36 ATTENDANT AT BIRTH IF OTHER THAN CERTIFIER (Type or Print) (Name) LETITIA F. MOBLEY-MCDOWELL		
37 (Title) BIRTH RECORD CLERK	38 PHYSICIAN'S MEDICAL LIC. NO.	39 CERTIFIER MAILING ADDRESS (Street or R.F.D. No., City or Town, State, Zip) 90 JESSIE HILL JR DRIVE ATLANTA GA 30303			
41 REGISTRAR (Signature) Electronically signed by /s/ Deborah C. Adenhold		42 DATE RECEIVED BY STATE REGISTRAR (Mo., Day, Year) 11/29/2011			

GEORGIA DEPARTMENT OF COMMUNITY HEALTH VITAL RECORDS SERVICE

Form 3901A (Rev. 7-1-92)

THIS IS TO CERTIFY THAT THIS IS A TRUE REPRODUCTION OF THE ORIGINAL RECORD ON FILE WITH THE STATE OFFICE OF VITAL RECORDS, GEORGIA DEPARTMENT OF PUBLIC HEALTH. THIS CERTIFIED COPY IS ISSUED UNDER THE AUTHORITY OF CHAPTER 21-16, CODE OF GEORGIA AND 290-1-3 DPM RULES AND REGULATIONS. Any reproduction of this document is prohibited by statute. Do not submit signed or security paper with seal of Vital Records clearly addressed: Chapter 21-16, Code of Georgia as amended.



BY *Deborah C. Adenhold*
WARNING: 349842

Registrar FEB 13 2013



VOID IF ALTERED OR COPIED

TYPE
OR PRINT
IN
PERMANENT
BLACK OR
BLUE-BLACK INK

STATE OF GEORGIA CERTIFICATE OF LIVE BIRTH				Death Number	Local File Number	1. State File Number	
2 CHILD'S NAME FIRST		3 MIDDLE	4 LAST	5 JR, JR. ETC	6 Sex (M or F)	7 DATE OF BIRTH (Mo., Day, Year)	
					MALE		
8 TIME OF BIRTH 12:23 PM		9 THIS BIRTH (Single, Twin, Triplet, Etc.) SINGLE			10 IF NOT SINGLE SPECIFY BIRTH ORDER		
11 CITY, TOWN, OR LOCATION OF BIRTH ATLANTA				12 HOSPITAL FACILITY NAME (If not hospital, give street and number) GRADY MEMORIAL HOSPITAL			
13 IF NOT HOSPITAL Specify HOSPITAL				14 COUNTY OF BIRTH FULTON			
15 MOTHER'S NAME FIRST ROSAURO		16 MIDDLE GUADALUPE	17 LAST SOTO-MANZO		18 MOTHER (Last Name) SOTO-MANZO		
19 DATE OF BIRTH (Month, Day, Year) [REDACTED]		20 STATE OF BIRTH (If not U.S.A., Name Country) MEXICO		21 RESIDENCE - STATE GEORGIA		22 COUNTY DEKALB	
23 CITY, TOWN, OR LOCATION CHAMBLEE				24 STREET AND NUMBER OF RESIDENCE [REDACTED] C			
25 MOTHER'S MAILING ADDRESS [REDACTED] C CHAMBLEE GEORGIA 30341				26 RESIDENCE INSIDE CITY LIMITS? (Yes or No) YES			
27 FATHER'S NAME FIRST DAVIN		28 MIDDLE RESHON	29 LAST, JR., ETC TERRELL SR		30 DATE OF BIRTH (Mo., Day, Year) [REDACTED]		31 STATE OF BIRTH (If not U.S.A., Name Country) GEORGIA
32a INFORMANT'S NAME (Type or Print) DAVIN R TERRELL SR		32b RELATION TO CHILD FATHER		33 PARENTS AUTHORIZE RELEASE OF INFORMATION TO SOCIAL SECURITY ADMINISTRATION TO ISSUE THIS CHILD A SOCIAL SECURITY NUMBER (Yes or No) YES			
34 I CERTIFY THAT THE ABOVE NAMED CHILD WAS BORN ALIVE AT THE PLACE AND TIME AND ON THE DATE STATED ABOVE. (Signature) Electronically signed by SHANIKA F GARLINGTON				35 DATE SIGNED (Mo., Day, Year) 10/11/2008		36 ATTENDANT AT BIRTH IF OTHER THAN CERTIFIER (Type or Print) (Name) CHEMI URA 37 (Title) CMH	
38 CERTIFIER (Type or Print) (Name) SHANIKA F GARLINGTON (Title) BIRTH RECORD CLERK		39 PHYSICIAN'S MEDICAL LIC. NO.		40 CERTIFIER-MAILING ADDRESS (Street or R.F.D. No., City or Town, State, Zip) 80 JESSE HILL JR DR SE ATLANTA, GA 30303			
41 REGISTRAR (Signature) Electronically signed by Jodi Kehnert Brannett				42 DATE RECEIVED BY STATE REGISTRAR (Mo., Day, Year) 10/21/2008			

DEPARTMENT OF HUMAN RESOURCES, VITAL RECORDS SERVICE

Form 3901A
(Rev. 7-1-82)

Marital Status Affidavit

Resident Name: DAVIN Terrell

Directions: Check the marital status option that applies to your present situation and complete all information in that section.

☒ **Single:** Never married.

☐ **Married:** List full names of individuals married to each other:

☐ **Widowed**

☐ **Separated:** Legal action **HAS NOT** been taken.

I have not taken legal action due to: _____

I anticipate taking legal action on: _____

☐ I do not intend to live with my spouse at any time in the next 12 months.

☐ I do not share any assets or income with my spouse. I understand that I must include any assets or income to which I have access to as part of my household income and assets.

☐ **Separated:** Legal action **HAS** been taken. (You must provide legal documentation.)

☐ I do not intend to live with my spouse at any time in the next 12 months.

☐ I do not share any assets or income with my spouse. I understand that I must include any assets or income to which I have access to as part of my household income and assets.

☐ **Divorced:** Divorced less than 2 years ago, or minor children of divorce residing in household, or income and/or assets received as a result of the divorce. (You must provide the divorce decree.)

☐ **Divorced:** More than 2 years ago and no minor children residing in household.

Date(s) of divorce: _____

Ex-Spouse's Name: _____

I have no court order to receive anything from the person(s) listed above for any purpose. I also certify that I do not have any jointly owned assets and that I do not plan to live with the person(s) listed anytime in the next 12 months. A copy of my divorce decree is not available, but my signature below certifies these statements.

I certify that all of the above information is complete, true, and correct, and that I will need to report any future changes to my household size or marital status immediately. I understand that providing false or misleading information will be a federal offense and will subject me to possible federal penalties.

Signature: [Signature]

Date: 10-9-19



We encourage and support the nation's affirmative housing program in which there are no barriers to obtaining housing because of race, color, religion, sex, national origin, handicap, or familial status.



Marital Status Affidavit

Resident Name: Darin Taylor Jr

Directions: Check the marital status option that applies to your present situation and complete all information in that section.

☒ **Single:** Never married.

☐ **Married:** List full names of individuals married to each other:

☐ **Widowed**

☐ **Separated:** Legal action **HAS NOT** been taken.

I have not taken legal action due to: _____

I anticipate taking legal action on: _____

☐ I do not intend to live with my spouse at any time in the next 12 months.

☐ I do not share any assets or income with my spouse. I understand that I must include any assets or income to which I have access to as part of my household income and assets.

☐ **Separated:** Legal action **HAS** been taken. (You must provide legal documentation.)

☐ I do not intend to live with my spouse at any time in the next 12 months.

☐ I do not share any assets or income with my spouse. I understand that I must include any assets or income to which I have access to as part of my household income and assets.

☐ **Divorced:** Divorced less than 2 years ago, or minor children of divorce residing in household, or income and/or assets received as a result of the divorce. (You must provide the divorce decree.)

☐ **Divorced:** More than 2 years ago and no minor children residing in household.

Date(s) of divorce: _____

Ex-Spouse's Name: _____

I have no court order to receive anything from the person(s) listed above for any purpose. I also certify that I do not have any jointly owned assets and that I do not plan to live with the person(s) listed anytime in the next 12 months. A copy of my divorce decree is not available, but my signature below certifies these statements.

I certify that all of the above information is complete, true, and correct, and that I will need to report any future changes to my household size or marital status immediately. I understand that providing false or misleading information will be a federal offense and will subject me to possible federal penalties.

Signature: Darin Taylor Jr

Date: 09-24-2014

We encourage and support the nation's affirmative housing program in which there are no barriers to obtaining housing because of race, color, religion, sex, national origin, handicap, or familial status.





INCIDENT REPORT FORM

Property: Silver Oak
 Name(s): Davin Terrell
 Address: [REDACTED] Clarkston, GA 30021
 Date of incident: 3/10/2022 - when we first heard of the incident
 Time (approximately): 4pm
 Involved Parties: (check which applies) ☐ Resident ☐ Employee ☒ Other: Not a resident
 Were the police called? ☐ Yes ☐ No unknown
 Case Number: _____
 Does the incident require physician/hospital visit? ☒ Yes ☐ No
 Name of physician/hospital: _____

Summary: A resident stated a lady who appeared to be an investigator was looking for someone who may have a big white dog. She said the woman was walking the property asking people if they had saw the dog. The investigator never came to the leasing office. No large white dog is on file for any resident on property. However a previous employee who had a white dog and is known to visit people on property was contacted to see if the dog was his. It was discovered that
 Reported by: T. CROOKS

Title: Property Manager

the dog did belong to Davin Terrell. He stated that the woman was bit by the dog but she reported that it did not take place on Silver Oak property. He Stated he did not have the dog anymore.

10/04/18

Incident Report

1/1

His contact is (678) 521-3039.



IN THE STATE COURT OF GWINNETT COUNTY
STATE OF GEORGIA

JENNIFER ARMISTEAD,

Plaintiff,

v.

DAVIN R. TERRELL and
TWG DEVELOPMENT, LLC,

Defendants.

§
§
§
§
§
§
§
§
§
§

CIVIL ACTION FILE NO.:

**PLAINTIFF'S FIRST CONTINUING INTERROGATORIES AND
REQUEST FOR PRODUCTION OF DOCUMENTS TO
DEFENDANT TWG DEVELOPMENT, LLC**

Comes now the Plaintiff, JENNIFER ARMISTEAD, (hereinafter referred to as "Plaintiff"), by and through counsel of record, Joseph A. Zdrilich of ZDRILICH INJURY LAW, LLC, and pursuant to O.C.G.A. §§ 9-11-26, 9-11-33, and 9-11-34 serve *Plaintiff's First Continuing Interrogatories and Request for Production of Documents to Defendant TWG Development, LLC* (hereinafter referred to as "Plaintiff's Interrogatories and Request") upon the Defendant, TWG DEVELOPMENT, LLC (hereinafter referred to as "Defendant TWG"), and request that the named Defendant respond to them fully, in writing, within the time prescribed by Georgia law. Plaintiff submits these Interrogatories to Defendant TWG and requires that they be answered under oath as required by O.C.G.A. § 9-11-33.

I. INSTRUCTIONS

Each interrogatory shall be construed to include information within the Defendant's knowledge, possession, or control as of the date of the Defendant's responses to these interrogatories, as well as any supplemental information, knowledge, data,



communication responsive to these interrogatories which is subsequently generated, obtained, or discovered.

It is requested that the person responding to these interrogatories restate each interrogatory or sub-part immediately preceding each separate response to be furnished for the sake of clarity and to avoid possible misunderstanding.

Where an interrogatory requests information or knowledge in the Defendant's possession, such request includes any knowledge of any agent or representative or anyone else acting on the Defendant's behalf and, unless privileged, any attorney of the Defendant.

If you claim privilege as a ground for not fully answering any interrogatory, describe the factual basis for your claim of privilege in sufficient detail as to permit the court to adjudicate the validity of the claim. If the claim of privilege relates to identification of a document, also state the date the document was prepared, the identities (including job titles) of the persons who made and received the documents, those persons' employers and dates of employment, and the location of all copies thereof, and the subject matter with which each document is concerned.

If the response to any interrogatory consists in whole or in part of any objection relating to or including burden, then with respect to such response:

1. Provide such information as can be ascertained without undue burden;
2. State with particularity the basis for such objection including:
 - (a) a description of the process or method required to obtain any facts responsive to the interrogatory; and
 - (b) the estimated cost and time required to obtain any facts responsive to the interrogatory;

3. The nature and extent of the document(s) or other source(s), if any, from which any fact responsive to the interrogatory can be obtained; and
4. State whether documents or other sources will be made available for inspection and copying.

These interrogatories are deemed to be continuing such as to require the Defendants to file and to serve supplemental responses should the Defendants learn of additional information called for by these interrogatories between the time the Defendant's responses are filed and the time of trial. All supplemental responses are required to be served within a reasonable time after the discovery of such additional information.

Plaintiff specifies 9:00 a.m. on the same date that the Defendant's responses to *Plaintiff's First Continuing Interrogatories and Request for Production of Documents to Defendants* are due as the time for production of documents, at the offices of Zdrilich Injury Law, LLC, 3575 Koger Blvd., Suite 125, Duluth, Georgia 30096, or at such other location as is previously agreed upon, as the place thereof. Plaintiff specifies that the documents should be produced by the Defendant and that the documents shall then and there be inspected and copied by the Plaintiff, and further that the documents produced shall be labeled with exhibit numbers, which shall correspond to any written response to Plaintiff's Interrogatories and Request so that said response will accurately show the production of documents or absence thereof.

If, in response to any request, there are documents not produced because of a claim of privilege, or for any other reason, note such failure to produce as an objection to the request and comply with the request to the extent to which it is not subject to the objection. If the original of a document is within your possession, custody or control, produce it. If not, produce such copy of it as is in your possession, custody or control. Any copy of a document on which any notation,

addition, alteration or change has been made is to be treated as constituting an additional original document. If any document requested herein has been lost, discarded, transferred, or destroyed, it shall be identified as completely as possible, including but not limited to the following information: date of disposal, manner of disposal, reason for disposal, person authorizing disposal, and person conducting disposal.

Plaintiff's request for production are continuing in nature. Any documents that are secured after initial production, and which would have been included therein had such documents been previously known or available, shall be supplied by supplemental production.

II. DEFINITIONS

The following definitions apply to each of the interrogatories, request for production, and request for admissions and are deemed to be incorporated therein.

1.

The term "documents" means any book, printed matter, or other tangible thing, including, but not limited to, the following items, whether printed, typed, recorded, contained on any computer disk, memory ore media, photographed, filmed or reproduced by any process, or written or produced by hand, and whether an original, master, duplicate or copy, namely: agreements; communications, whether interoffice, intra-office, e-mail or otherwise; letters, memoranda, summaries, minutes, records, sound recordings and transcriptions of telephone conversations, personal conversations, interviews, meetings, conferences, facts, conclusions, impressions and things similar to the foregoing: books, manuals, publications, notebooks, studies, and reports; charts; plans; photographs; reports and/or summaries of investigations; projections; opinions of counsel; opinions and reports of consultants; corporate records; agenda; notes and minutes of board

of directors, stockholders or committee meetings; desk calendars; appointment books; diaries; diary entries and notes; and any other information containing paper, writing or physical thing.

2.

The term “communication” means a transmittal of information, or request for information, document or otherwise, and includes without limitation any conversation in person, by telephone, or by any other means, as well as any utterance heard by another person, whether in person, by telephone, or otherwise.

3.

The term “person” means any individual, corporation, partnership, proprietorship, professional corporation, association, group, government agency, municipal corporation, state government, local government, political subdivision, or any other legal entity of any kind, including parents, subsidiaries, affiliates, predecessors, successors, assignors, assignees, officers, directors, agents, and controlling persons.

4.

The terms “identify” and “identity”, when used herein in reference to a natural person, mean to state:

(a) his/him full name, the present or last known address of his/him residence, and his/him home telephone number;

(b) his/him present or last known business address and business telephone numbers, the name of the business with which he/he is affiliated, and his/him position therewith; and if any of the above information is not available, state any other available means of identifying such natural person.

5.

The terms “identify” and “identity”, when used in reference to a person other than a natural person, mean to state:

- (a) its full name;
- (b) the nature of the organization, including the state under which it was organized;
- (c) its address and telephone numbers; and
- (d) its principal line of business.

If any of the above information is not available, state any other available means of identifying such organization.

6.

The terms “identify” and “identity”, when used in reference to a document, mean to state its:

- (a) date;
- (b) author;
- (c) type (i.e. letter, memorandum, receipt, photograph, tape recording, journal, etc.);
- (d) present location, including name and address of person having custody of the document;
- (e) contents; and
- (f) present condition.

If any such document was, but no longer is in your possession, or subject to your control, or in existence, the terms “identify” and “identity”, further require you to state whether it is:

- (i) missing;
- (ii) lost;
- (iii) destroyed;

(iv) transmitted or transferred, voluntary or involuntary, to others, and to identify such others by name, address and title; or

(v) otherwise disposed of.

7.

The terms “identify” and “identity”, when used in reference to communication, mean: if such communication was oral, identify the person spoken to; and state the date, place and mode of the communication and its substance, and if such communication was contained in a document, identify the document.

8.

The term “relating to” means concerning, embodying, evidencing, memorializing, considering, mentioning, respecting, bearing on, referring to, addressing in whole or in part, or having any relationship to the subject matter that follows the term.

9.

The term “care and treatment” means daily and monthly grooming, shoeing, purchasing of equipment, veterinary bills and records, medications, feeding, and the like.

10.

The term “support” means substantiate, corroborate, advance or assist.

11.

The term “and/or” as used herein has both conjunctive and disjunctive meanings.

12.

The term “this lawsuit” means JENNIFER ARMISTEAD, Plaintiff vs. DAVIN R. TERRELL and TWG DEVELOPMENT, LLC, Defendants, in the State Court of Gwinnett County, Georgia; and all proceedings and pleadings concerning that action.

13.

The terms “you,” “your,” and “Defendants” mean DAVIN R. TERRELL and TWG DEVELOPMENT, LLC, the Defendants in this lawsuit.

14.

The term the “incident” means the events as set forth in the complaint which resulted in the Plaintiff’s injuries.

15.

The term “insurance provider” means any insurance carried by you, your employer, your parents, spouse, or any other person or group, which covers any liability for your actions.

16.

The term “assets” means any cash holdings, whether held by you, a bank, an investment service, or any other entity; any tangible goods, such as car, house, musical instrument, or any other thing of value, excluding personal items not normally of value to others.

III

INTERROGATORIES

INTERROGATORY NO. 1.

State you’re the full name, current address, telephone number, and present employment of any manager employed by Defendant TWG on January 31, 2022.

INTERROGATORY NO. 2.

State the name, current address, and telephone number of any potential party to this lawsuit not already a party

INTERROGATORY NO. 3.

Describe in detail your version of how the incident described in the *Complaint* occurred and identify all documents relating to same.

INTERROGATORY NO. 4

Do you contend that Plaintiff was guilty of any act(s) or failure(s) to act that played any part in causing the injuries or damages complained of? If so, state each specific act (or failure to act) by Plaintiff that you claim supports your contention.

INTERROGATORY NO. 5.

Do you contend that any other person(s) not already a party to this lawsuit was guilty of any act(s) or failures to act that played any part in causing Plaintiff's injuries or damages complained of? If so, state each specific act (or failure to act) by each such person (giving the name, current address, and telephone number of the person) that you claim supports your contentions.

INTERROGATORY NO. 6.

State the name, current address and telephone number of all other persons (excluding your attorney(s) and any expert) who to your knowledge, information or belief possess any knowledge concerning the incident or the cause(s) of the incident involved herein, one or more of Plaintiff's claims, or one or more of your defenses to Plaintiff's *Complaint*. For each such person, specify the subject matter(s) about which you know or believe that person to have knowledge and the basis of that person's knowledge.

INTERROGATORY NO. 7.

State the name, current address and telephone number of all other persons (excluding your attorney(s) and any expert) who to your knowledge, information or belief possess any knowledge concerning the incident or the cause(s) of the incident involved herein, one or more of Plaintiff's

claims, or one or more of your defenses to Plaintiff's *Complaint*. For each such person, specify the subject matter(s) about which you know or believe that person to have knowledge and the basis of that person's knowledge.

INTERROGATORY NO. 8.

To your knowledge, information or belief, has any statement or report been made or given by any person named in answer to Interrogatory No(s). 6 or 7? If so, describe each such statement or report, giving the date, the subject matter, the form (whether written, recorded or in stenographic form), the name and current address of each person present when given or made, and the name and current address of the person having custody and control thereof.

INTERROGATORY NO. 9.

State the name, current address, telephone number, and occupation of each person who to your knowledge, information or belief has investigated either the incident-in-suit or the cause(s) of the same (excluding your attorney(s)).

INTERROGATORY NO. 10.

State the name, current address, and telephone number of each person who to your knowledge, information or belief has been contacted by any individual named in the answer to Interrogatory No. 10.

INTERROGATORY NO. 11.

State the content and substance of each written record containing information from the investigation undertaken by any individual named in the answer to Interrogatory No. 10, the date each record was prepared, and the name, current address and telephone number of the person(s) who prepared the record and the person who now has custody and control thereof (specifying which).

INTERROGATORY NO. 12.

Please state whether you, your servant, employee, or agent saw or received notice of this incident from JENNIFER ARMISTEAD or from observing the event, and if so, state whether the notice was written or oral, and if written, the name and address of the person who now has custody of any recorded or written notice and attach a copy of each to your answers to these interrogatories.

INTERROGATORY NO. 13.

State whether there are one or more policies of insurance extending coverage to you and/or your home, or whether you are a party to or beneficiary of any agreement or contract, by which any person is or may be obligated to satisfy all or part of any judgment which may be entered in this action, or to indemnify or reimburse any person for any cost, expense or payment made in connection with this action. If so, for each such policy of insurance, agreement or contract (specifying which), state the name and current address of each person who is a party or beneficiary (specifying which), the effective dates or date of execution, the substance and content, the applicable limits of liability coverage, and the name and current address of the person(s) having possession thereof.

INTERROGATORY NO. 14.

With regard to each policy of insurance identified in answer to Interrogatory No. 13, state whether the insurer has undertaken to defend you in this action, whether the insurer has acknowledged or extended coverage with respect to the incident-in-suit, and whether the insurer has undertaken to defend you in this action under any reservation of rights or non-waiver agreement.

INTERROGATORY NO. 15.

Please state whether you are aware of any other instances involving allegations of Defendant Terrell's dog, Kash, biting or attacking a person, or another animal, of which you are now aware and which occurred within the preceding seven (7) years of the incident forming the substance of the *Complaint* in this matter. If you are aware of any such incidents, please state the circumstances by which you received such notice by date, manner of notice, name and address of any individual(s) providing this notice.

INTERROGATORY NO. 16.

For any such incidents identified in response to Interrogatory No. 15, please state the name, address, and telephone number of any witnesses to the incident, describe the incident in detail, identify whether you were aware of the incident prior to the incident forming the substance of this *Complaint*, and describe any remedial measures taken in response to it.

INTERROGATORY NO. 17.

Please describe in detail what if anything you, or any of your employees observed, concerning Plaintiff JENNIFER ARMISTEAD, including where you (they) were, how far from the accident, and what, if any, actions you (they) took to try to prevent this accident.

INTERROGATORY NO. 18.

Please identify any investigation of any report regarding Defendant Terrell's dog since the dog came onto the Silver Oak Premises.

INTERROGATORY NO. 19.

Please describe in detail the substance of any instructions or warnings, given to Plaintiff, JENNIFER ARMISTEAD, verbally and/or by posting, concerning the dog, and its propensity to attack, bite, or respond aggressively, prior to Plaintiff being injured.

INTERROGATORY NO. 20.

Please describe in detail the substance of any instructions or warnings, given to any other person other than Plaintiff, verbally and/or by posting, concerning the dog, and its propensity to attack, bite, or respond aggressively, prior to Plaintiff being injured; in responding to this interrogatory, please provide the name, last known address and phone number of any such individual(s).

INTERROGATORY NO. 21.

State the substance of every utterance, whether or not reduced to writing, made by you or to you at the scene of the accident and identify the speaker and/or recipient by name, if known, or by any other facts which might lead to the discovery of the speaker's and/or recipient's identity. If known, please provide all addresses and phone numbers.

INTERROGATORY NO. 22.

Identity all documents, e-mails, documents, pictures, recordings (video, digital, or audio) relating to the ownership, care, treatment, training, and discipline, concerning Defendant Terrell's dog, known to you, whether or not currently in your possession, and, for those documents not in your possession, identify the location of said documents.

INTERROGATORY NO. 23.

Identity all documents, e-mails, computer files, pictures, recordings (video, digital, or audio) relating to the employment of Defendant Terrell, with Plaintiff known to you, whether or not currently in your possession, and, for those documents not in your possession, identify the location of said documents.

INTERROGATORY NO. 24.

Identify all witnesses whom you will or may have present at trial, including expert and impeachment witnesses. For each lay witness, include a description of the issue(s) to which the witness' testimony will relate. For each expert witness, state the subject matter on which the expert is expected to testify, and a summary of the grounds for each opinion.

INTERROGATORY NO. 25.

Please identify any recorded or written statements of which you have knowledge that relate in any way to this incident.

INTERROGATORY NO. 26.

Have you ever been a party to a lawsuit of any kind other than this lawsuit? If so, state the following for each such lawsuit:

- (a) the identity of all other parties to the suit;
- (b) the county, state, and year in which the lawsuit was filed;
- (c) the civil action number or criminal action number of the lawsuit;
- (d) the nature of the lawsuit, including claims made therein;
- (e) whether they were/are Plaintiff or Defendants in the lawsuit;
- (f) the outcome or result of the lawsuit; and
- (g) the identity of all documents relating to same.

INTERROGATORY NO. 27.

Please provide a detailed factual basis for the defense which you plan to claim at trial.

INTERROGATORY NO. 28.

Describe in detail all statutes, codes, regulations, legal principles, standards and customs or usage, and illustrative law which you contend are applicable to this action.

IV

REQUESTS FOR PRODUCTION

Pursuant to O.C.G.A. § 9-11-34, you are hereby requested to produce the following documents and other evidence for inspection and copying by counsel for Plaintiff, Joseph A. Zdrilich, Zdrilich Injury Law, LLC, 3575 Koger Blvd., Suite 125, Duluth, Georgia 30096, on the 46th day following service of this request upon you:

REQUEST FOR PRODUCTION NO. 1

Any documents identified in response to any of the foregoing interrogatories.

REQUEST FOR PRODUCTION NO. 2

Any documents, identification of which was requested in any of the foregoing interrogatories.

REQUEST FOR PRODUCTION NO. 3

Any documents, books, magazines, instruction books, e-mails, computer files, pictures, recordings (video, digital, or audio) relating to the ownership, care, treatment, training, and discipline, concerning a canine, generally, and specifically as to the dog that was the aggressor in this action.

REQUEST FOR PRODUCTION NO. 4

Any documents, e-mails, computer files, pictures, recordings (video, digital, or audio) relating to all lawsuits, claims, crimes, ordinance violations, or injuries having occurred as related to Defendant Terrell's dog other than this lawsuit.

REQUEST FOR PRODUCTION NO. 5

Any photographs, audiotapes, digital recordings, videotapes, maps, models, drawings, or diagrams depicting the incident and/or any injuries or damages allegedly suffered by Plaintiff JENNIFER ARMISTEAD, as alleged in this lawsuit.

REQUEST FOR PRODUCTION NO. 6

Any recorded or written statements which relate in any way to the Incident.

REQUEST FOR PRODUCTION NO. 7.

Any documents, e-mails, computer files, pictures, recordings (video, digital, or audio) relating to the employment, retainer, payment, or consultation, with Plaintiff .

REQUEST FOR PRODUCTION NO. 8.

Any documents, e-mails, computer files, pictures, recordings (video, digital, or audio) relating to your income, assets, debts, credit accounts, stocks, bonds, pension plans, retirement accounts, motor vehicles, and/or real estate holdings, for the past five (5) calendar years, concerning your finances.


REQUEST FOR PRODUCTION NO. 9.

Please provide a diagram or floor plan of your premises, pictures of the interior of the residence, and if none is in your possession, please provide a date and time when an inspection can be made of your residence for these purposes.

REQUEST FOR PRODUCTION NO. 10.

Please provide a copy of any insurance policies referenced in your response(s) to Interrogatories Number(s) 13 and 14 herein, including any declarations page, policy or addendum thereto, in place at the time of the incident giving rise to this action by Plaintiff or that has been in place at any point during the previous five (5) years.

Respectfully submitted this 26th day of June, 2023.



JOSEPH A. ZDRILICH
Attorney for Plaintiff
State Bar of Georgia No.: 569248

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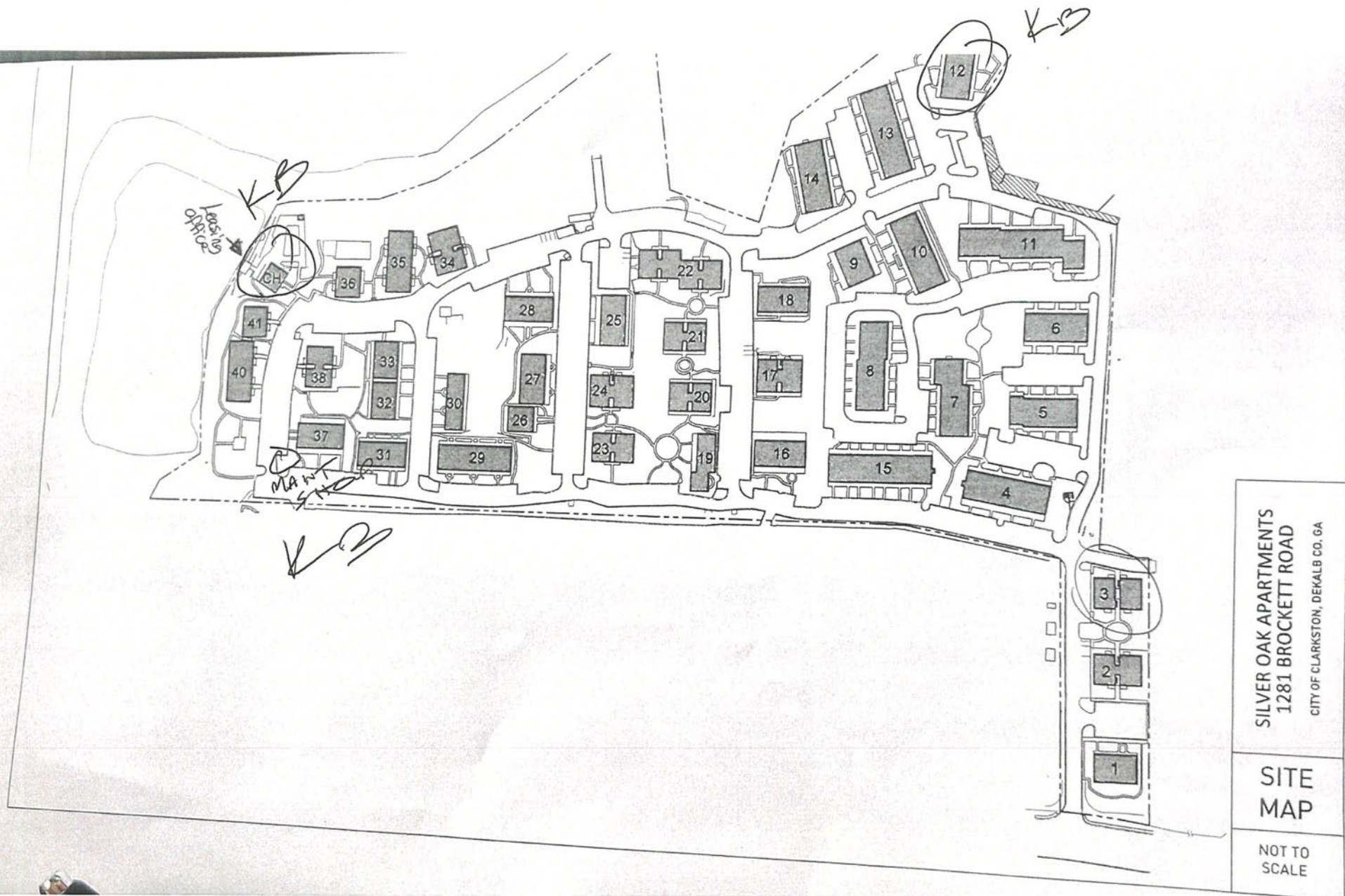


EXHIBIT Def 41
WIT: Bretz
DATE: 9/17/24
Craig Williams, RPR, CMRS